Board of County Commissioners
Regular Meeting

May 5, 2026 | 6:00 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. **Prayer**
   Pastor Brenda Howard, Hope for the Heart of Georgia

3. **Pledge of Allegiance**

4. **Presentations**
   a. Proclamation honoring the Salvation Army on their week. (Sponsored by:)
   b. Proclamation for Ruth Price Hartley Mosley in honor of her being named as a member of the American Nurses Association Hall of Fame (Sponsored by:)
   c. Proclamation to Londyn Rodgers in honor of her accomplishment (Sponsored by:)

5. **Public Comments on Agenda Items**

6. **Approval of Minutes**

7. **Consent Agenda**

a. A Resolution Of The Macon-Bibb County Commission Submitting A Slate Of Nominees For A Seat Held By Ronald Shipman To Serve On The Macon-Bibb County Hospital Authority Board (Sponsored by: Lester M. Miller, Mayor)

b. HMK Express located at 1105 Gray Hwy., Macon, Georgia
Update: Legal recommends approval. All documents have been provided.
(Sponsored by: Lester M. Miller, Mayor)

c. AP's Hidden Hideaway located at 4274 Broadway, Macon, Ga 31206
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

d. House Cocktails located at 368 2nd Street, Macon, Ga 31201
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

e. Macon Beverage Outlet located at 3965 Arkwright Road, Macon, Ga 31210
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

f. Macon Beverage Outlet located at 4580 Log Cabin Drive, Macon, GA 31204
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

g. Rivera's Mexican Restaurant located at 4328 Hartley Bridge Road, Macon, GA
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

h. Andalusia located at 497 Second Street, Macon, GA
Legal recommends approved. (Sponsored by: Lester M. Miller, Mayor)

i. Yagesh Food Mart located 1257 Riverside Drive, Macon, GA 31201
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

j. SSE Gas located at 277 Walnut Street, Macon, GA 31201
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

k. Legend 35 and Older located at 2936 Broadway, Macon, GA
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

l. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With New England Trauma Services LLC For As-Needed Encampment Remediation Services, To Be Paid On A Per-Event Cost Basis From Parks & Beautification Budget, Contract Labor – Contractual Services Line Item; (Sponsored by: Lester M. Miller, Mayor)

m. A Resolution Of The Macon-Bibb County Commission Authorizing A Not To Exceed Price Of $34,000,000.00 For The Completion Of The Law Enforcement Center Expansion And Upgrade Project, To Be Paid From The 2025 SPLOST Fund – Public Safety – Sheriff Buildings Line Item (Sponsored by: Lester M. Miller, Mayor)

n. A Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order In The Amount Of $194,361.95 To Fisher Scientific Company, LLC For The Purchase Of SCBA Equipment For The Fire Department, To Be Paid From The SPLOST 2018 Fund – Public Safety – Fire Upgrade – Property Line Item

(Sponsored by: Lester M. Miller, Mayor)

o. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Professional Paving Services, LLC, For Asphalt Paving & Resurfacing Services, In The Amount Of $3,248,988.49, To Be Paid From 2026 LMIG Grant Funds And 2018 SPLOST – Road Work – LMIG – Property Line Item (Sponsored by: Lester M. Miller, Mayor)

p. A Resolution Of The Macon-Bibb County Commission To Approve The Issuance Of Purchase Orders In Excess Of $25,000.00 To Paul G. Guest For The Performance Of Operations Services For The District Attorney's Office For Fy 26, To Be Paid From The District Attorney's Budget – Contract Labor – Contractual Services Line Item

(Sponsored by: Lester M. Miller, Mayor)

q. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute A Professional Services Agreement With Safebuilt Georgia, Llc For Building Department Administrative Services, To Be Paid On A Percent-Of-Fees Basis From The Fire Department Budget, Fire Suppression – Contract Labor – Contractual Services Line Item

(Sponsored by: Lester M. Miller, Mayor)

r. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A FAA Airport Infrastructure Grant, In The Amount Of Up To $2,618,518.00, For The Purpose Of Funding A Portion Of The Runway 5-23 Extension Project, With A Local Match Of Up To $137,816.74 To Be Paid From Previously Appropriated Funds (Sponsored by: Lester M. Miller, Mayor)

s. A Resolution Of The Macon-Bibb County Commission Authorizing The County To Apply For A 2026 Georgia Rehoused Grant With The Georgia Department Of Community Affairs For The Purpose Of Reducing Unsheltered Homelessness In Macon-Bibb County; Authorizing The Mayor To Execute A Collaborative Memorandum Of Understanding With Partner Organizations

(Sponsored by: Lester M. Miller, Mayor)

t. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Macon Area Habitat For Humanity, Inc., For The Construction Of Two New Single-Family Homes, In The Amount Of $345,767.00, To Be Paid From Home Funds (Sponsored by: Lester M. Miller, Mayor)

u. An Ordinance Of The Macon-Bibb County Commission To Amend And Restate Section 6 Of The Macon-Bibb County Personnel Policies, Entitled "Employee Responsibilities," To Make Conforming Amendments To Sections 4.01 And 8.01, And To The Financial Policies Of Macon-Bibb County As Specified Herein

(Sponsored by: Lester M. Miller, Mayor)

v. A Resolution Of The Macon-Bibb County Commission To Authorizing Th E Mayor To Abandon That Certain Portion Of Right-Of-Way Running Between Northern Street And Joiner Lane And Removing Such Path From The Official Road Map Of Macon-Bibb County (Sponsored by: Lester M. Miller, Mayor)

w. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute A Quitclaim Deed In Favor Of Daniwin Associates, Llc, For The Sale Of Real Property Totaling 0.07 Of An Acre, More Or Less, For Its Approximate Fair Market Value Of $565.00; (Sponsored by: Lester M. Miller, Mayor)

x. A Resolution Of The Macon-Bibb County Commission To Create And Activate A Joint Development Authority Of Amongst Macon-Bibb County, Peach County, And Houston County Named The Mid-Georgia Gateway Joint Development Authority

(Sponsored by: Lester M. Miller, Mayor)

y. An Ordinance Of The Macon-Bibb County Commission To Amend Section 1-6 Of The Macon-Bibb County Code Of Ordinances Relating To Service Of Citations Or Accusations In Cases Concerning Conditions Of Real Property (Sponsored by: Lester M. Miller, Mayor)

z. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Interim Agreement With Lovejoy Capital Llc For The Preliminary Project Planning And Development, Design, Engineering, Environmental Analysis And Other Provisions Related To A Public Private Partnership Proposal At The Lake Tobesofkee Recreation Area (Sponsored by: Lester M. Miller, Mayor)

8. Public Comments on Non Agenda Items

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 Countyor any officer or employee or in which the county or any officer or employee may be directly involved as provided inO.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. §50-14-3(b)(2);

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION SUBMITTING A SLATE OF NOMINEES FOR A SEAT HELD BY RONALD SHIPMAN TO SERVE ON THE MACON-BIBB COUNTY HOSPITAL AUTHORITY BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Hospital Authority has sent notice of a vacant seat previously held by Ronald Shipman, as indicated in the letter attached hereto as Exhibit A; and

WHEREAS, O.G.G.A. § 31-7-72(b) requires that the Macon-Bibb County Commission submit to the board of the Macon-Bibb County Hospital Authority a slate of three eligible nominees for each board seat, from which the Authority may select one person to serve on the Board; and

WHEREAS, the selected nominee will serve on the Board to fulfill the unexpired term of Ronald Shipman, with said term to begin effective date of this resolution and expire December 31, 2026; and

WHEREAS, Thomas Green, Bill Tift, and Steve Kruger are eligible for appointment and have expressed their desire to serve on the Macon-Bibb County Hospital Authority Board; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same as that, pursuant to O.C.G.A. § 31-7-72(b), the Macon-Bibb County Commission does hereby submit the following slate of nominees to the Macon-Bibb County Hospital Authority for appointment to the seat previously held by Ronald Shipman, with said term set to expire December 31, 2026

Thomas Green
Dr. Bill Tift
Steve Kruger

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

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

Q:\RES MACON-BIBB\2026 Miller Nominating Thomas Green, Dr. B. Tift, and S. Kruger for Hospital Authority Board 4-29-26.docx

EXHIBIT A

Macon-Bibb County Hospital Authority

April 20, 2026

VIA ELECTRONIC MAIL: miller@maconbibb.us

Honorable Lester Miller
Mayor, Macon-Bibb County
700 Poplar Street
Macon, Georgia 31201

RE: MACON BIBB COUNTY HOSPITAL AUTHORITY

Dear Mayor Miller:

Mr. Thomas Green has expressed the willingness and desire to be nominated to serve on the board for the remainder of Mr. Shipman's term through December 31, 2026. He is serving on the Medical Center of Central Georgia and Navicent board and is very knowledgeable about Hospital Authority and Atrium Navicent Health activities. We also suggest the following slate of nominations to fill Mr. Shipman's position on the board.

Thomas Green
Bill Tift, M.D.
Steve Kruger

We appreciate the consideration of Macon-Bibb and look forward to receiving your response.

Sincerely,

DocuSigned by:
Erin Snyder
16F5B3C77C67472...

Erin P. Snyder
Secretary

EPS/nls
cc: Tom Green
Delvecchio Finley
Cyndey Busbee
Janice Ross

770 Hemlock Street | Suite A | Macon, GA 31201 | 478-633-6980

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Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

Added to the 8/5/2025 Pre-Commission Meeting

Introductory Text

EXPRESS

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

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

Non-Profit Business : No

Required Attachments

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

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

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

Alcohol Beverage Supplemental Packet:

LOCAL ALCOHOL APPLICATION.pdf

Business Information

Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

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

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

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

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

Business Name (DBA) : EXPRESS

Corporation Name : HMK EXPRESS LLC

Business Address : 1105 GRAY HWY

City : MACON

State : GA

Zip : 31211

Mailing Address : 3250 PEACHTREE INDUSTRIAL BLVD STE 203

City : DULUTH

State : GA

Zip : 30096

Local Business Phone # : (678) 982-0809

Email : mohsinrk1019@gmail.com

Owner Name : MOHSIN R KHAN

Owner Phone # : (678) 982-0809

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

Drugstore : ☐

Food Mart : ☐

Gas Station : ☑

Grocery Store : ☑

Small Box Discount Store : ☐

Specialty Store : ☐

Vice Mart : ☐

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Other Small Box Retail Store : ☐

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

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : AH000349

Agent's First Name : MOHSIN

Agent's Last Name : KHAN

Agent's Home Phone # : (678) 982-0809

Job Title : OWNER

Agent's Home Address : 5840 SWIFT CREEK CT

City : SUWANEE

State : GA

Zip : 30024

Social Security Number [redacted]

License Fees

License Fees (ADD All that Apply)

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

License Fees:

License Fee : Malt Packaged to Go - $800

License Fee : Wine Packaged to Go - $700

Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

Armed Security Personel

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

Yes/No : No

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : MOHSIN KHAN

Date

Today's Date : 01/29/2025

Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

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):	Mohsin R Khan		
Address	5840 Swift Creek ct, Suwanee, GA 30024		
Sex	Race	Date of Birth	Social Security Number
Male	Asian	[redacted]	

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

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

Mohsin R Khan — 03-10-2025
Signature — Date

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

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

Purpose Code used: (Check all that apply)

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

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

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

_____ _____
Agency Designee Signature and Title — Date

Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

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

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

1) X I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**

2) _____ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

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

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

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

Business Name: HMK EXPRESS LLC

Printed Name of Applicant: MOHSIN KHAN

*Signature of Applicant: Mohsin Khan

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 29 DAY OF January, 20 25.

NOTARY PUBLIC

NIZAR JANMOHAMMAD NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 14, 2026

11/16/26
MY COMMISSION EXPIRES

Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

MEASUREMENT FORM

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

APPLICANT: MOHSIN R KHAN

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 1105 GRAY HWY.

BUSINESS NAME: HMK EXPRESS LLC

To Be Completed by County Engineer

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

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

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

   __X___Not Applicable

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

Date: 2/7/25

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

Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

MEASUREMENT FORM

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

APPLICANT: MOHSIN R KHAN

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 1105 GRAY HWY.

BUSINESS NAME: HMK EXPRESS LLC

To Be Completed by County Engineer

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

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

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

__X__ Not Applicable

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

Date: 2/7/25

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

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RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.
OR
Package Sale to Go (Convenience Store)

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

If applying location is identified as a "Small Box Retail Store, Small Box Discount Store or Vice mart", it must be 2500' from other similarly classified stores. (Revised 8-23-2023) PJH

HMK Express LLC
#1105 Gray Highway

1,100'	—	SCHOOL GROUND property line Burdell - Hunt Elementary
1,150'	—	SCHOOL BUILDING Burdell - Hunt Elementary
7,850'	—	COLLEGE CAMPUS property line Mercer University - #433 Cherry Street
3,400'	—	ALCOHOLIC TREATMENT CENTER building River Edge - Emery Highway
9,100'	—	PUBLIC LIBRARY or BRANCH building Washington Memorial
410'	—	MACON-BIBB COUNTY HOUSING AUTHORITY property McAfee Towers
800'	—	CHURCH (building) Jackson Temple Holiness Church #511 Mitchell Street
85'	—	CHURCH GROUNDS Jackson Temple Holiness Church
1,900'	—	M-B COUNTY RECREATION CENTER property Rosa Jackson Recreation Church
N/A		Vice Mart – Small Box Retail Store – Small Box Discount store (2500') Applicant self-identifies as a: "Gas Station"

JHH
OK!
Paul J. Hironowski
February 4, 2025

Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

APPLICATION FOR AFFIDAVIT

DATE: 02-03-25

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

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: X

BEER X

WINE X

MIXED DRINKS (Liquor) X

PACKAGE SALE TO GO: ✓

BEER ✓

WINE ✓

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: HMK Express LLC

LOCATION OF BUSINESS: 1105 Gray HWY Macon GA 31211

PERSON APPLYING FOR AFFIDAVIT: Mohsin R Khan

TELEPHONE: (678) 982-0809

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!

Sajjadanwar55@Yahoo.com

Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

McClatchy

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
151066	633788	Print Legal Ad-IPL02158820 - IPL0215882	114-114-9721	$65.00	1	28 L

Attention: Mohsin R

Mohsin R Khan HMK Express LLC.
1105 GRAY HWY
MACON, GA 31211

sajjadanwar55@yahoo.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR Beer and wine/packaged to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the February 13, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as HMK Express LLC, 1105 Gray Hwy Macon GA 31211. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This February 6, 2025. Mohsin R Khan, Applicant
IPL0215882
Feb 6,13 2025

To Whom It May Concern:

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

2 insertion(s) published on:
02/06/25, 02/13/25

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

Mary Castro

Sworn to and subscribed before me this 13th day of February in the year of 2025

Amy Robbins

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

AMY L. ROBBINS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 11-03-32

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

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ZONING COMPLIANCE

PERMIT NO: ZC-2024-2998	PERMIT TYPE: Permitted Use	DATE ISSUED: 11/21/2024
PARCEL NO: R0640219	ZONING DISTRICT: C-4	NEW CONSTRUCTION: No
NAME OF APPLICANT:	MOHSIN KHAN	
	HMK EXPRESS LLC	
PROPOSED USE:	Change of ownership	
	C-store w/ fuel sales and alcohol PTG	
ADDRESS OF PROPOSED USE:	1105 GRAY HWY	
PROPERTY OWNER'S NAME:	ARG ME19PCK001 LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

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

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 11/21/2025

APPROVED BY: Thomas Neaves

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206

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GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**HMK EXPRESS LLC**	Control Number:	**18120477**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Owes Current Year AR**
NAICS Code:	**Unknown**	NAICS Sub Code:	
Principal Office Address:	**1105 Gray Hwy, Macon, GA, 31211, USA**	Date of Formation / Registration Date:	**10/8/2018**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2024**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Mohsin Khan**

Physical Address: **4109 Palm Drive, Snellville, GA, 30039, USA**

County: **Gwinnett**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

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Ownership Disclosure Form

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

Business:

Trade Name: EXPRESS Name of Corporation: HMK EXPRESS LLC

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

Individual:

Name and Title: MOHSIN KHAN Telephone Number: (678 982-0809

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

Residential Street Address: 5840 SWIFT CREEK CT, SUWANEE, GA 30024

Mailing Address: 3250 PEACHTREE IND BLVD STE 203, DULUTH, GA 30096

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- [ ] Sole Proprietorship
- [ ] General Partnership
  - General Partner holding____% of all outstanding general partnership interests.
- [ ] Limited Partnership (LP)
  - General Partner holding____% of all outstanding general partnership interests.
  - Limited Partner holding____% of all outstanding general partnership interests.
- [ ] Limited Liability Partnership (LLP)
  - General Partner holding____% of all outstanding general partnership interests.
- [ ] Limited Liability Limited Partnership (LLLP)
  - General Partner holding____% of all outstanding general partnership interests.
  - Limited Partner holding____% of all outstanding general partnership interests.
- [X] Limited Liability Company (LLC)
  - Managing Member, Total number of Managing Members: 01
  - Member holdings 100 % of all outstanding membership interests
- [ ] Privately Held Corp./Company
  - Corporate Officer: Yes__No__
  - Shareholder holding____% of all outstanding ownership interests.
- [ ] Publicly Traded Company
  - Corporate Officer: Yes__No__
- [ ] Other
  - Other person exercising operational authority over the entity: _____

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

Alcohol Handler's Beverage License Renewal Application

APPLICANT

First Name: MOHSIN Last Name: KHAN

Home Address: 5840 SWIFT CREEK CT City: SUWANEE State: GA Zip: 30024

Home Phone #:( ) Email: mohsinrk1019@gmail.com

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

Mailing Address: 5840 SWIFT CREEK CT City: SUWANEE State: GA Zip: 30024

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

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

☐ **Current Color photograph of applicant**

☒ **$25 cash, card, money order, cashier's check, or personal check payable to Macon-Bibb County Tax Commissioner**

CERTIFICATION

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

Mohsin Khan
Applicant's Signature

12-17-24
Date

I hereby certify that MOSHIN KHAN 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 17 day of December 2024

NOTARY PUBLIC

CAMILA M TORRES LEBRON
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

April 17, 2028
MY COMMISSION EXPIRES

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Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

MOHSIN KHAN

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-12-27

Serial No.

cert_g0j7zlrs

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Mohsin Khan



AH000349

ALCOHOL HANDLER

EXP: 12/31/2025

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this **"Lease"**) is made and entered as of the Effective Date by and between Landlord and Tenant.

ARTICLE 1
DEFINITIONS

As used in this Lease, the following terms shall have the respective meanings set forth in Article 1 below. Other terms are defined elsewhere in this Lease. If there are any conflicts between the terms in this Article 1 and the terms in the remainder of the Lease, the terms in this Article 1 shall govern and control.

Effective Date (also known as the date of this Lease):	**November 1, 2024**
Landlord:	HZ Properties & Marketing, LLC, **and/or assignees**
Lender:	Any person or entity which made or makes a loan to Landlord, secured by a Security Instrument
Tenant: Guarantor:	HMK EXPRESS LLC, **and/or assignees** Mohsin R Khan
Premises:	The term, "**Premises**" shall mean the Land, Improvements and Personalty, collectively and as such terms are defined below. "**Land**" means that certain lot, tract or parcel of land, bearing a street address of 1105 Gray Hwy, Macon, GA 31211 as more particularly described in **Exhibit A** attached hereto and made a part hereof, together with all of Landlord's easement rights and appurtenances thereto; "**Improvements**" mean all buildings (singularly or collectively, the **"Buildings"**), structures, improvements and fixtures now existing or hereafter situated on the Land, including without limitation, all canopies, lighting, electrical, mechanical, plumbing, heating, ventilation and air conditioning systems, underground storage tanks and system and motor fuel dispensers; "**Personalty**" means all equipment and other personal property owned by Landlord and situated on the Land, together with all additions and accessions thereto, substitutions therefor and replacements thereof permitted by this Lease.

Initial Term and Term:	The period of time commencing on the Effective Date of this Lease and terminating on the last day of the one hundred twenty (120) full calendar month following the Rent Commencement Date, unless this Lease shall sooner terminate or be extended as provided herein; provided, however, if the Rent Commencement Date is not the first day of a month, then the Initial Term shall commence on the Rent Commencement Date and shall continue for the balance of the month in which the Rent Commencement Date occurs and thereafter for the total number of months set forth above (the "**Initial Term**"). Upon Landlord's written request, Tenant shall

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	promptly execute and deliver to Landlord documentation confirming the date of Landlord's delivery of the Premises to Tenant, the Rent Commencement Date and Expiration Date of the Term of this Lease; provided, however, execution and delivery of such documentation shall in no event delay any such dates. Reference to the Term shall mean the Initial Term and Renewal Terms (if any and if applicable).

Lease Year:	"**Lease Year 1**" means the period beginning on the Rent Commencement Date and ending on the last day of the twelfth (12th) full calendar month thereafter; provided, however, if the Rent Commencement Date is not the first day of a month, then Lease Year 1 shall commence on the Rent Commencement Date and shall continue for the balance of the month in which the Rent Commencement Date occurs and for a period of 12 full calendar months thereafter. "**Lease Year**" means each successive twelve (12) month period after Lease Year 1 occurring during the Term.
Renewal Options and Renewal Terms (if any):	One Renewal Option(s) (being the **"Renewal Option"**), having a term of sixty (60) full calendar months (the **"Renewal Term"**). If the foregoing fill-ins are not completed or left blank, then there shall be no Renewal Option(s) and Renewal Term(s).
Renewal Notice Deadline:	Exercisable by written notice to Landlord not more than two hundred and forty (240) days, and not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or the immediately succeeding Renewal Term, as applicable.

Rent for Initial Term is $10,000 per month. The Rent shall increase Two percent (2%) annually to the Rent charged in the previous year for the entire Term, including any extensions and Renewal Terms of the Lease. Notwithstanding the foregoing, Tenant shall pay the amount of $5,500 per month from December 2024 through February 2025 and $7,500 per month for March 2025 through May 2025 for Lease Year 1.

Rent Commencement Date:	November 1, 2024
Expiration Date:	The last day in the last month of the Term or Renewal Term, as applicable

Late Charge:	5% of the unpaid Rent.

Additional Rent:	This Lease is NNN ("Triple Net"). NNN (Triple Net) includes property tax, property insurance, common area maintenance fees, amounts, costs, expenses, liabilities and obligations due to or incurred by Landlord as a result of or in connection with the exercise of any right of Landlord under this Lease or Tenant's failure to perform any obligation hereunder.

Estimated monthly Taxes for First 12	$1,072.00

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Months of the Initial Term:	

Permitted Use(s):	Use as a branded retail motor fuel outlet and convenience store, and for no other purpose or use whatsoever.
Tenant's Trade Name:	_____ and or the other brand name of the retail motor fuel sold at the Premises
Motor Fuel Supplier:	Kings Oil Company, LLC (or its successors or assigns)

Tenant's Address for Notices:	1105 Gray Hwy, Macon, GA 31211
Landlord's Address for Notices:	3172 Preservation Circle Lilburn, Georgia 30047

Rental Deposit: Tenant shall deposit with Landlord the first and last month's Rent in the amount of $24,824.32

Exhibits:	Exhibit A – Legal Description of Land Exhibit B - Special Stipulations Exhibit C—Personal Guaranty of Mohsin R. Khan The Exhibits enumerated above (if any) are made a part of this Lease.

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ARTICLE 2
TERMS AND CONDITIONS

1. DEMISE. Landlord, for and in consideration of the rents, covenants and other payments hereinafter to be paid, observed, performed and fulfilled by Tenant, has demised and leased to Tenant, and Tenant, by these presents, does hereby rent and take the Premises from Landlord, subject to any state of facts that an accurate survey and inspection would show; to zoning ordinances affecting the Premises, to general utility, sewer and drainage easements of record, and to other easements, restrictions and encumbrances appearing in the public records of the county where the Land is situated on the Effective Date, to have and to hold for the Term.

2. TERM; ACCEPTANCE OF PREMISES. The Term of this Lease shall be effective on the Effective Date and continues thereafter through and until 11:59 p.m. on the Expiration Date. Tenant shall have and hold the Premises for the Term, unless sooner terminated or extended as hereinafter provided. Tenant takes and accepts the Premises upon the terms and conditions herein contained and in its present condition and **AS IS, WHERE IS, WITH ALL FAULTS CONDITION**, and hereby stipulates that the Premises are suited for the use intended by Tenant, except as may be otherwise expressly provided in this Lease. Tenant agrees that Landlord has made no representations and/or warranties, express or implied, with respect to the Premises; that it has examined the Premises and is fully satisfied with the condition thereof, including but not limited to the economic viability, profitability or business potential of the business thereon; and that it is solely relying on the results of its own investigation relative to the entry of this Lease.

3. RENT. During the Term, Tenant covenants and agrees to pay to Landlord, without notice, demand, setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense, the sums designated as Rent for the respective periods, as set forth in Article 1. This Lease is a "net, net, net" (a.k.a. "triple net") Lease. In addition to Rent under Article I, Tenant shall pay when due, without demand, deduction, setoff, or counterclaim (including any interest, late fees or penalties due) all of which shall be included in the term Additional Rent including but not limited to:

(a) All utility charges and other expenses incurred in the operation of the Property, including water and sewer charges;

(b) All taxes, fees, and charges imposed by governmental authority on the Property or its use or the Lease, including use and occupancy taxes, business use taxes and license fees and including real property taxes on the land, buildings and other improvements; and

(c) The cost of fire and extended coverage insurance in an amount sufficient to cover the full replacement cost of the building(s) and other improvements on the Property.

Tenant shall also pay when due, all taxes, fees, and charges imposed by governmental authority relating to the Businesses, including those measured by income, as well as sales and use and personal property taxes on Tenant's personal property. References to **"Rent"** shall mean the sums designated as Base Rent and Additional Rent. Rent shall be paid in lawful money of the United States, at Landlord's Address for Notices; provided, however, Landlord reserves the right to collect Rent by electronic means, including electronic funds transfer or ACH or by online (Web-based) means, and Tenant hereby covenants and agrees, from time to time, to execute any and all documents required to facilitate payment by such means. Tenant shall commence payment of Rent on the Rent Commencement Date. Unless otherwise provided by this Lease, all amounts due from Tenant to Landlord for Rent shall be payable by the third (3rd) calendar day of each and every calendar month hereunder, in advance; provided, however, Rent shall be prorated for a partial month. It shall be Tenant's responsibility to ensure that Rent payments are received by Landlord on or before the date when such payments are due. Payments that are mailed are done so at Tenant's sole risk and, regardless of when a payment is mailed, payment shall not be deemed received by Landlord until the payment is actually in Landlord's possession. If Landlord fails to receive all or any portion of Rent by its due date, Tenant shall pay a Late Charge to Landlord, as Additional Rent, such amount being an administrative charge payable to Landlord to handle the additional costs incurred by Landlord in connection with such late payment, together with interest on the amount of Rent due at the rate of One and One-Half Percent (1.50%) per month (the **"Default Rate"**), calculated from the due date of the delinquent Rent through the date of payment thereof. Nothing in this Section 3 shall authorize Tenant to pay Rent later than the due date, and acceptance of a late charge or interest shall not constitute a waiver of Tenant's default with respect to the overdue amount nor prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Lease, at law or in equity. Should Landlord, at its option, either extend the time of payment or accept partial Rent payment due, neither of such actions shall prejudice Landlord's right to subsequently insist upon Tenant's strict compliance with the requirements hereof, and Landlord's acceptance of any

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partial Rent payment shall be without prejudice to Landlord's right to recover the balance of Rent then owing or to pursue any remedy provided for in this Lease. Should Tenant present a check to Landlord that is returned by Tenant's bank for any reason or should an electronic payment not clear, post or be valid for any reason, Tenant agrees to pay Landlord, on demand, a service charge equal to $1,000 plus an amount equal to any bank fee charged to Landlord.

4. UTILITIES. During the Lease Term, Tenant shall open its own accounts for utilities serving the Premises. Tenant shall bear and pay all utility bills, including, but not limited to gas, electricity, water, sewer, sanitation, fuel, telephone, internet, and all other utilities required by Tenant for the Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection, other sanitary services, or other amounts due, Landlord may pay same and such payment may be added to the following months' rent. Tenant shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits, or other facilities by which such utilities are supplied to, distributed in or serve the Premises. Landlord shall not be liable for any interruptions in utility services, which are due to fire, accident, strike, acts of God, or other causes beyond the reasonable control of Landlord.

5. USE OF PREMISES. Premises shall be used for the Permitted Use(s) and no other. The Premises shall not be used for any illegal purposes, or in any manner to create any nuisance or trespass, or in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant covenants and agrees that it will not use, or suffer, or permit any person, firm or entity to use the Premises or any portion thereof in violation of the laws of the Governmental Authorities (as defined in Section 31 hereof). Tenant agrees to keep the Premises open on days and at hours reasonably customary for the Permitted Use(s) in the county where the Premises are located and in any event subject to, and in compliance with, the requirements and rules of the Motor Fuel Supplier and motor fuel brand, will operate Premises under Tenant's Trade Name, and will keep the Premises fully-stocked with merchandise with an adequate supply of merchandise and products for sale to the general public. Tenant, at Tenant's expense, shall be responsible to procure and maintain all state and local licenses and permits that may be required for Tenant to operate the Premises for the Permitted Use(s). Tenant shall not at any time abandon the Premises but shall in good faith continuously throughout the Term of this Lease conduct and carry on in the Premises the type of business for which the Premises are leased. Tenant shall operate its business in a high class and reputable manner, so as to maintain a character in keeping with the area surrounding the Premises. This Lease shall be deemed and construed to be a "triple net lease" and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder. Landlord reserves the right to promulgate reasonable rules and regulations, as in its judgment may, from time to time, be needed for safety, care and cleanliness of the Premises, and for the preservation of good order therein. Such rules and regulations shall be effective upon notice to Tenant.

Use of Technology. Tenant shall use such electronic software reporting systems for conducting market surveys, electronic measurement, tracking, and reporting of fuel and merchandise sales and all other sales conducted at the Premises as directed by Landlord, including but not limited to, Black Box, Opis, JBOX, Wireless Guardian, and Price Advantage technology ("Reporting Systems"). Tenant shall be responsible for all applicable monthly charges and fees for the use of such Reporting Systems, with such monthly charges and expenses to be paid via electronic transfers (EFT/ACH) from Tenant's account, and Tenant agrees, further, to defend indemnify and hold Landlord, its subsidiaries, divisions, affiliates, tenants and employees harmless from any and all claims,, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the use of such Reporting Systems.

6. CARE OF THE PREMISES. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligation to inspect said Premises. Tenant acknowledges that Tenant has had the right to inspect the Premises, including all equipment located thereon. Tenant accepts the same in their present condition as suited for the intended use by Tenant AS IS, WITHOUT WARRANTY. During the Term, Tenant shall, at Tenant's sole cost and expense, maintain in good order and repair the leased Premises, and all equipment, fixtures and other improvements located upon the Premises. Tenant further agrees to maintain the grounds around the building, including the mowing of grass, care of shrubs, and general landscaping. Additionally, Tenant shall be responsible for repairs to the roof, foundation, exterior walls, underground utility, and sewer pipes. Tenant agrees to return the Premises and all equipment, fixtures, and other improvements to Landlord, at the expiration or prior to the termination of this Lease, in as good condition and repair as when first received, natural wear and tear and acts of God excepted. Tenant understands that Tenant is

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responsible for any replacement and upgrade to any equipment upon the Premises and any related costs and/or expenses shall be borne by Tenant. Should the Tenant put in place or replace a fixture, the Tenant agrees that any fixture put in place or replaced by the Tenant shall become part of the Premises. Further, Tenant shall not be entitled to any renumeration or payment for any fixture Tenant puts in place or replaces, unless otherwise agreed to in writing. **Repairs and Maintenance by Landlord**. It is acknowledged that the intent of this paragraph is for the Landlord to have **NO** duty to repair or maintain any portion of the Premises, equipment, fixtures, or other improvements located thereon whatsoever. All costs of repairs and maintenance shall be borne by Tenant, at Tenants sole expense.

Environmental Management and Inspection Fees. Tenant shall keep in good repair the underground gasoline storage tanks and underground fuel lines. Tenant shall also pay for its monthly environmental management consulting fees during the Term and any extended term of this Lease. Tenant shall select an environmental firm of its choosing, and nothing contained herein shall be deemed to prohibit Tenant from selecting any qualified environmental management company to perform environmental management services for Tenant in regard to the Premises, at a cost that is usual and customary in the industry. Landlord shall be under no obligation to inspect the Premises. Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term of the Lease but not for any matters arising before the inception hereof.

Further, if applicable, Tenant agrees to participate in the applicable state's Petroleum Storage Tank Trust Fund and take all actions necessary to maintain eligibility thereunder. Tenant shall be liable for the deductible under the applicable state's Storage Tank Trust Fund should a release occur, unless such release is caused by the failure of Landlord to keep the underground gasoline storage tanks and underground fuel lines in good repair, as provided herein.

Tenant agrees to inspect the Premises, including any and all underground gasoline storage tanks and underground fuel lines prior to taking possession of the Premises. After the Tenant inspects the underground gasoline storage tanks and underground fuel lines, the Tenant shall forward any and all inspection reports related to the underground gasoline storage tanks and underground fuel lines to the Landlord. Failure to do so will create an irrebuttable presumption that the underground gasoline storage tanks and underground fuel lines were in good repair when the Tenant took possession of the Premises.

Record Keeping. Tenant agrees to provide to Landlord upon demand, or at a minimum, at least annually, copies of all leak detection or other compliance records. Tenant shall maintain such records for a minimum of three (3) years. Failure to do so will create an irrebuttable presumption that the underground gasoline storage tanks and underground fuel lines were properly maintained by the Landlord at all relevant times. Further, Tenant shall provide to Landlord a monthly sales revenue report each quarter. The monthly sales revenue report shall be due to the Landlord on the 10th day of the month following the end of each quarter. The report shall be in a form acceptable to the Landlord, determined at the sole discretion of the Landlord.

7. ALTERATIONS. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free from any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions, or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Location to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

8. TAXES. Tenant as part of the Additional Rent due to Landlord shall pay all Taxes relating to the Premises to the Landlord on a monthly basis, with one/twelfth (1/12) of the total amount of annual taxes (based on the immediately prior tax year), and Landlord shall make the payments to the taxing agencies when such payments are due. Landlord shall give the Tenant a notice annually stating the amount of monthly tax payments payable to Landlord under this Section. "Taxes" means all federal, state, local, governmental, special district and special service area taxes, charges, assessments and any other government charges, surcharges and levies, general and special, ordinary or extraordinary,

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including business license fees or charges (including interest thereon whenever same may be payable in installments) which Landlord shall pay or be obligated to pay arising out of the use, occupancy, management, repair or replacement of the Premises, any appurtenance thereto or any property, fixtures or equipment thereon.
(collectively, the **"Taxes"**).

9. INSURANCE. Tenant shall, during the Term of this Lease, and at Tenant's expense, maintain in full force and effect: (a) All risk property insurance covering (i) the Improvements and Personalty, and all building materials and other property which constitute part of the Premises, and (ii) Tenant's trade fixtures, signs, inventory and supplies, furniture, equipment, and improvements and betterments installed by Tenant, all amounts not less than one hundred percent (100%) of the full replacement value thereof (as reasonably determined by Landlord); (b) Contractual and comprehensive commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises, which insurance shall be written on a so-called occurrence basis, and shall provide minimum protection with a combined single limit in an amount not less than Two Million and No/100 Dollars ($2,000,000.00) for any one occurrence, and such insurance shall have a deductible of not greater than Five Thousand and No/100 Dollars ($5,000.00); (c) Business interruption and loss of rent insurance in amounts sufficient to compensate Landlord for all Base Rent, Additional Rent and other amounts payable hereunder for a period of not less than twelve (12) months, the amount of such coverage to be adjusted annually to reflect the Base Rent, Additional Rent and other amounts payable during the succeeding twelve (12) month period; (d) Liability insurance which shall include coverage for all liabilities arising out of the dispensing or selling of alcoholic beverages imposed under any laws, including, without limitation a "dram shop" or alcoholic beverage control act.; and (e) Such additional and/or other insurance coverage, endorsements, or deductibles with respect to the Premises and in such amounts as reasonably requested by Landlord or its Lender. Every insurance policy maintained pursuant to this Lease shall (a) provide that the issuer waives all rights of subrogation against Landlord, any successor to Landlord's interests in the Premises and Landlord's Lender, and (b) provide that thirty (30) days' advance notice of cancellation, modification, termination or lapse of coverage shall be given to Landlord and Landlord's Lender and that such insurance, as to the interest of Landlord and Landlord's Lender, shall not be invalidated by any act or neglect of Landlord, Landlord's Lender, Tenant or any party, nor by any foreclosure or any other proceedings relating to the Premises, nor by any change in the title ownership of the Premises, nor by use or occupation of the Premises for purposes more hazardous than are permitted by such policy, and (c) be primary and without right or provision of contribution as to any other insurance carried by Landlord or any other interested party. The insurance required by this Section 9 shall be written by companies and agencies reasonably satisfactory to Landlord. All policies of property insurance provided for herein shall name the Landlord and the Landlord's Lender (if any), as loss payee and additional insured, as their interest may appear, and all liability policies shall name the Landlord, the Landlord's Lender (if any) as additional insured, as their respective interests may appear.

10. DESTRUCTION OF OR DAMAGE TO PREMISES. If the Premises are totally destroyed by storm, fire not caused by the Tenant, lightning, earthquake, or other casualty not caused by the Tenant, this Lease shall terminate. If the Premises are not totally destroyed, Landlord and Tenant shall cooperate to submit the damage claim to the insurance provider provided that such casualty was not caused by the actions or inaction of Tenant. If the insurance company approves the claim but in the event that (a) the insurance proceeds payable in connection with such damage and destruction shall be insufficient to make such restoration, (b) the Premises shall be destroyed or substantially damaged by casualty not covered by standard fire or extended coverage insurance, (c) the Buildings at the Premises shall be destroyed or rendered untenantable by any casualty to the extent of at least fifty percent (50%) of the gross rental area of the Buildings, as determined by Landlord, (d) Landlord shall not have actual and unconditional receipt of the insurance proceeds payable in connection with such damage and destruction, (e) the holder of any Security Instrument require that such proceeds shall be applied against any indebtedness owed to such holder, Landlord may elect to terminate this Lease by giving notice to Tenant within ninety (90) days after the occurrence of such casualty. In the event the Premises are partially or totally damaged or destroyed by a casualty at any time during the last two (2) years of the Initial Term, or within two (2) years before the expiration of any Renewal Term, Landlord may elect to terminate this Lease by giving notice to Tenant within ninety (90) days after the occurrence of such casualty. Rent shall be adjusted as of the date of such termination. Landlord's obligation to rebuild or repair the Premises under this Section 10 shall in any event be limited to restoring the Premises to substantially the condition in which the same existed prior to the casualty, and Tenant agrees that promptly after the completion of such work by Landlord, Tenant will proceed with reasonable diligence and at its sole cost and expense to restore all alterations, additions and improvements done by Tenant within the Premises to substantially the condition in which the same existed prior to the casualty. Notwithstanding any of the provisions herein to the contrary, Landlord shall have no obligation to rebuild

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the Premises or the Improvements and may, at its option, terminate this Lease, unless the damage or destruction is a result of a casualty covered by an insurance policy and the proceeds from the insurance are made available to Landlord for rebuilding. All of the insurance proceeds, excluding proceeds for Tenant's trade fixtures, merchandise, signs and other personal property, shall be retained by and be the property of Landlord. Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent practicable. During the period from the occurrence of a casualty until Landlord's repairs are completed, the Base Rent and Additional Rent shall not abate. Tenant shall not be entitled to and hereby waives, releases, and relinquishes any and all claims against Landlord for any compensation or damage for loss of use of all or any part of the Premises or for any inconvenience or annoyance occasioned by any such damage, destruction, repair, or restoration of the Premises.

11. CONDEMNATION. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased (as reasonably determined by Landlord), are condemned by any legally constituted authority for any public use or purpose, then, in either of said events, the Term of this Lease shall cease from the date when possession thereof is taken by public authorities, and Rent and Additional Rent shall be accounted for as between Landlord and Tenant as of said date. If such partial taking is not extensive enough to render the Premises unusable for the purposes herein leased (as reasonably determined by Landlord), then this Lease shall continue in effect, except that the Base Rent shall be reduced in the same proportion that the leasable floor area of the Premises taken bears to the original leasable floor area leased and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the Premises, but such work shall not exceed the scope of work in originally constructing the Premises, nor shall Landlord, in any event, be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. Tenant hereby irrevocably assigns to Landlord, any award or payment in respect of any condemnation; provided, that (except as hereinafter provided) nothing in this Lease shall be deemed to assign to Landlord any award relating to the taking of Tenant's own tangible property and damages for Tenant's loss of business, business interruption, or removal and relocation or any award or payment on account of the Tenant's moving expenses and out-of-pocket expenses incidental to the move, if available, to the extent Tenant shall have a right to make a separate claim therefor against the condemnor, it being agreed, however, that Tenant shall in no event be entitled to any payment that reduces the award to which Landlord is or would be entitled for the condemnation of Landlord's interest in the Premises or for the taking of all or part of the fee simple estate.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not, without the prior written consent of Landlord, assign this Lease or any interest herein or in the Premises, or mortgage, pledge, encumber, hypothecate or otherwise transfer or sublet the Premises or any part thereof or permit the use of the Premises by any party other than Tenant. Upon any request to assign or sublet, Tenant will pay to Landlord the assignment/subletting fee in the amount of $2,500 which shall include all of Landlord's costs, including attorney's fees regardless of whether Landlord shall consent to, refuse consent, or determine that Landlord's consent is not required for, such assignment or sublease. Any purported sale, assignment, mortgage, transfer of this Lease or subletting which does not comply with the provisions of this Article 12 shall be void. Consent to one or more such transfers or subleases shall not destroy or waive this provision, and all subsequent transfers and subleases shall likewise be made only upon obtaining the prior written consent of Landlord. Sublessees, assignees or transferees of the Premises for the balance of the Lease Term shall become directly liable to Landlord for all obligations of Tenant hereunder. If Tenant is a partnership or limited liability company, a withdrawal or change, whether voluntary, involuntary or by operation of law, of partners or members owning a controlling interest in the Tenant shall be deemed a voluntary assignment of this Lease and subject to the forgoing provisions. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer of a controlling interest in the capital stock of Tenant, whether in a single transaction or in a series of transactions, shall be deemed a voluntary assignment of this Lease and subject to the foregoing provisions. Landlord may, as a prior condition to considering any request for consent to an assignment or sublease, require Tenant to obtain and submit current financial statements of any proposed subtenant or assignee and such other financial documentation relative to the proposed subtenant or assignee as Landlord may reasonably require. In the event Landlord consents to an assignment or sublease, Tenant shall pay to the Landlord a fee to cover Landlord's accounting costs plus any legal fees incurred by Landlord as a result of the assignment or sublease. The consent of Landlord to any proposed assignment or sublease may be withheld by Landlord in its sole and absolute discretion. Should the Landlord consent to the assignment and Tenant and the assignee of Tenant comply with all conditions of the assignment which may include but is not limited to payment of all back owed rent and other fees and charges and an additional security deposit from the assignee or subtenant as a condition of its consent, then Tenant and any existing Guarantor shall be released from all liability and obligations under the Lease.

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Any consideration, in excess of the Rent and other charges and sums due and payable by Tenant under this Lease, paid to Tenant by any assignee of this Lease for its assignment, or by any lessee under or in connection with its lease, or otherwise paid to Tenant by another party for use and occupancy of the Demised Premises or any portion thereof, shall be promptly remitted by Tenant to Landlord as additional rent hereunder and Tenant shall have no right or claim thereto as against Landlord. No assignment of this Lease consented to by Landlord shall be effective unless and until Landlord shall receive an original assignment and assumption agreement, in form and substance satisfactory to Landlord, signed by Tenant and Tenant's proposed assignee, whereby the assignee assumes due performance of this Lease to be done and performed for the balance of the then remaining Lease Term of this Lease.

13. FUEL SUPPLY AGREEMENT AND DEPOSIT: Tenant shall assume the existing fuel supply agreement and pay all costs associated with the assumption. Tenant shall also deposit with Landlord $25,000 for the Wholesale Fuel Supply Agreement which Tenant shall enter with Kings Oil Company, LLC.

14. EVENTS OF DEFAULT.

(a) The occurrence of any one or more of the following events during the Term of this Lease shall constitute an event of default under this Lease on the part of the Tenant: (i) If the Base Rent or any part thereof, or any sum of money due or payable as Rent or Additional Rent under the provisions of this Lease, shall not be paid on any day whereon such payment is due and such default shall continue for a period of five (5) calendar days after notice of default; (ii) Tenant fails to be open for business as required by this Lease, or vacates or abandons the Premises; (iii) the estate created in Tenant or any Guarantor hereof is taken in execution or by other process of law, or all or a substantial part of the assets of Tenant or any Guarantor hereof is placed in the hands of a liquidator, receiver or trustee (and such receivership or trusteeship or liquidation, or Tenant or any such Guarantor makes an assignment for the benefit of creditors, or admits in writing that it cannot meet its obligations as such obligations become due, or is adjudicated a bankrupt, or Tenant or any such Guarantor institutes any proceedings under any federal or state insolvency or bankruptcy law, or under any other act relating to the subject of bankruptcy wherein Tenant or any such Guarantor seeks to be adjudicated as bankrupt, or to be discharged of its debts, or to effect a plan of liquidation, composition or reorganization, or should any involuntary proceedings be filed against Tenant or any such Guarantor under any such insolvency or bankruptcy law or if the Tenant enters into any agreement whereby the Rent or any part thereof is, or is proposed to ~~be, reduced~~ or payment thereof deferred. If any insolvency proceedings, such as those referred to in this Section 14, are instituted against Tenant, the Premises shall not become an asset in any such proceedings; (iv) a lien is filed against the real property an di snot removed within ten (10) days after request by Landlord; or (v) If Tenant violates or is in default of any other agreements between Landlord and Tenant the Tenant shall be in default of this Lease. Except for events enumerated in the other subsections below of this Section 14, Tenant fails in the observance or performance of any of its other covenants, agreements or conditions provided for in this Lease, and said failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant, unless such failure cannot reasonably be cured within ten (10) days and Tenant shall have commenced to cure said failure within said ten (10) days and continues diligently to pursue the curing of the same, which cure shall occur no later than sixty (60) days from the date of such notice from Landlord.

(b) Notwithstanding the foregoing provisions of Section 14(a), if a default by Tenant occurs two (2) or more times in any Lease Year, then, notwithstanding that each of such defaults have been cured by Tenant within the period for cure (if any) allowed in the Lease, any future default within such Lease Year shall be deemed an event of default without Landlord being required to give any further notice and opportunity to cure.

15. REMEDIES UPON DEFAULT.

(a) Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following rights and remedies without any notice or demand whatsoever except as otherwise indicated below:

(i) terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant immediately shall surrender the Premises to Landlord on the date specified in such notice; and/or

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(ii) terminate Tenant's right of possession, without terminating this Lease, and Landlord may, as agent for Tenant, enter into and upon the Premises and take possession thereof, and Landlord may rent the Premises upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Upon each such reletting, all rents received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any Rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of Rent and any other charges and sums then due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord to the extent of and for application in payment of future sums as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord; and/or

(iii) terminate Tenant's right of possession, without terminating this Lease, and Landlord may, as agent for Tenant, enter into and upon the Premises, by force if necessary, and, at Landlord's election, under any available process, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant shall pay Landlord promptly upon invoice any expenses, including attorney's fees, which Landlord incurs in thus effecting compliance with Tenant's obligations under this Lease, but Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise. No such entry or action by Landlord shall relieve Tenant of the liability for Rent or other sums then accrued or which thereafter accrue; and/or

(iv) terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's event of default, including, without limitation, a sum which, at the date of such termination represents the present value (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds) of the excess, if any, of (A) the Rent and all other charges and sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date of termination of the Lease Term over (B) the aggregate reasonable rental value of the Premises for the same period, all of which present value of such excess sum shall be deemed immediately due and payable. In determining the aggregate reasonable rental value pursuant to item (B) above, the parties hereby agree that all relevant factors shall be considered as of the time Landlord seeks to enforce such remedy, including, but not limited to, (A) the length of time remaining in the Term of the Lease, (B) the then-current market conditions in the general area in which the Premises are located, (C) the likelihood of reletting the Premises for a period of time equal to the remainder of the Term of the Lease, (D) the net effective rental rates (taking into account all concessions) then being obtained for space of similar type and size in similar type buildings in the general area in which the Premises are located, (E) the vacancy levels in comparable quality buildings in the general area in which the Building is located, (F) the anticipated duration of the period the Premises will be unoccupied prior to reletting, (G) the anticipated cost of reletting, and (H) the current levels of new construction that will be completed during the remainder of the Term of the Lease and the degree to which such new construction will likely affect vacancy rates and rental rates in comparable quality buildings in the general area in which the Premises are located. Such payment shall be and constitute Landlord's liquidated damages, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with O.C.G.A. §13-6-7; and/or

(v) pursue any and all other remedies provided or permitted by law or equity, including but not limited to a dispossessory or eviction; all remedies being cumulative.

(b) Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

(c) Tenant hereby appoints as its agent to receive service of all dispossessory or distraint proceedings, together with notices thereunder, the person in charge of the Premises at the time, or occupying the Premises, and if no person is then in charge of or occupying the Premises, then such service or notice may be made by attaching the same to the main entrance of the Premises, provided that a copy of any such proceedings or notice shall be sent to Tenant in the manner provided for notices hereunder, at the address for notices to Tenant in Article 1.

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(d) Any actual costs and expenses incurred by Landlord (including, without limitation, its actual attorneys' fees) in enforcing any of its rights or remedies under this Lease shall be repaid to Landlord by Tenant upon ten (10) days written notice from Landlord. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Rent for the period prior to termination thereof.

16. SIGNAGE. Tenant shall not install, paint, display, inscribe, place, or affix any sign, picture, advertisement, notice, lettering, or direction ("Signs") on the exterior of the Premises, the common areas of the building upon the Premises, the interior surface of glass and any other location which could be visible from outside of the Premises without first securing written consent from Landlord therefore. Any Signs permitted by Landlord shall, conform with all municipal ordinances or other laws, rules, regulations, deed restrictions, and protective covenants applicable to the Premises. Tenant shall remove all Signs at the expiration or other termination of this Lease, at Tenant's sole risk and expense, and shall in a good and work-man like manner properly repair any damage caused by the installation, existence, or removal of Tenant's Signs. Tenant will, at its sole cost and expense, maintain such sign, banner, decoration, lettering, advertising matter or other thing as may be permitted hereunder in good condition and repair at all times, and be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to such removal.

17. LANDLORD'S RIGHT OF ENTRY. Landlord shall retain duplicate keys to all doors of the Premises and shall have the right to enter the Premises at reasonable hours to inspect and examine same, to make repairs, additions, alterations, and improvements, to exhibit the Premises to Lenders, prospective Lenders, purchasers or tenants (with respect to tenants, only during the last six (6) months of the Term), and to inspect the Premises to ascertain that Tenant is complying with all of its covenants and obligations hereunder, all without being liable to Tenant in any manner whatsoever for any damages arising therefrom unless such damages are a direct result of Landlord's gross negligence or willful misconduct. During the one hundred and eighty (180) days prior to the expiration or earlier termination of the Lease Term, Landlord may place a "For Lease" or like sign at the Premises.

18. SUBORDINATION AND ATTORNMENT; ESTOPPEL CERTIFICATE. Tenant agrees that this Lease shall remain subject and subordinate to all Security Instruments and the lien and security interest created thereby and the indebtedness owed to the Lender. The terms of this provision shall be self-operative and no further instrument of subordination shall be required by any Lender or Security Instrument, and Tenant shall promptly execute and deliver to Landlord such certificate or instrument in writing as Landlord may request, showing the subordination of the Lease to such Security Instrument. If the holder of any Security Instrument shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease, then, at the option of such holder, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease and shall promptly execute and deliver any reasonable instrument that may be necessary to evidence such attornment. Tenant shall upon request by Landlord, at any time and from time to time, execute, acknowledge and deliver to Landlord a written statement certifying as follows: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); (c) the date to which any Rent and other charges have been paid in advance, if any; and (d) such other matters as may reasonably be requested by the party requesting the certificate, without requiring Landlord to make alterations or improvements to the Premises or modifications to the Lease. Any such statements may be relied upon by Lender, the recipient of such statements or their assignees or by any prospective purchaser, assignee or subtenant of the Premises.

19. QUIET ENJOYMENT; LANDLORD'S RIGHT TO CONVEY; SURVIVAL. This Lease shall create the relationship of landlord and tenant between the parties hereto. No estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's prior, written consent, which consent may be granted, denied, withheld or conditioned by Landlord in its sole and absolute discretion. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease Term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Landlord shall be entitled to convey and otherwise dispose of the Premises and its entire interest under this Lease, at any time, and thereafter shall not be subject to any liability resulting from any act or omission or event occurring on or after such conveyance, provided that the purchaser, in connection with such conveyance, expressly assumes Landlord's agreements and covenants under this Lease accruing on or after the effective date of the conveyance. The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing or in order to perform any act

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after the expiration or earlier termination of this Lease, including but not limited to the obligations to indemnify under this Lease, shall survive the expiration or earlier termination of the Term, notwithstanding the lack of presence of any express term or provision to that effect.

20. HOLDING OVER. If Tenant remains in possession after expiration or termination of the Lease Term with or without Landlord's written consent, Tenant shall become a tenant-at-sufferance, and there shall be no renewal of this Lease by operation of law. During the period of any such holding over, all provisions of this Lease (other than such provisions relating to the Lease Term and any renewal or extension thereof) shall be and remain in effect except that the monthly rental shall be one hundred and fifty percent (150.00%) the amount of Rent (including any adjustments as provided herein) payable for the last full calendar month of the Lease Term including renewals or extensions. The inclusion of the preceding sentence in this Lease shall not be construed as Landlord's consent for Tenant to hold over.

21. ATTORNEY'S FEES. If, because of any default in Tenant's obligations hereunder or if an event of default occurs hereunder, Landlord shall employ an attorney to enforce or defend any of the Landlord's rights or remedies hereunder, Tenant agrees to pay Landlord's actual legal fees and out of pocket expenses, including but not limited to filing fees and court costs, incurred by Landlord.

22. BROKER'S COMMISSION. Tenant and Landlord each represents and warrants to the other that no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Lease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any such person or entity.

23. ENVIRONMENTAL COMPLIANCE. The term **"Hazardous Materials"** shall include, without limitation, any material, waste or substance which is (i) included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in or pursuant to any laws, or subject to regulation under any law; or (ii) explosive, radioactive, asbestos, asbestos-containing materials, lead-based paint, polychlorinated biphenyls, petroleum or a petroleum product or waste oil. The term **"Environmental Laws"** shall include all laws pertaining to health, industrial hygiene, Hazardous Materials or the environment. Tenant shall maintain at Tenant's expense, insurance pursuant to the Georgia Underground Storage Tank Act (GUST). Tenant shall at all times abide by and comply with the Environmental Laws of any Governmental Authorities having jurisdiction over underground motor fuel storage tanks at the Premises. Tenant shall test the underground fuel storage tanks, leak detectors, lines and dispensers as frequently as required by the Environmental Laws and in no event less than once each year pursuant to one of the approved methods of testing set forth in the Environmental Laws.

24. INSOLVENCY. If Tenant becomes a debtor under Chapter 7 of the Bankruptcy Code ("Code") or a petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11, 12, or 13 of the Code, or a proceeding is filed under Chapter 7 and is converted to Chapters 11, 12, or 13, the Trustee or Tenant, as debtor or debtor-in-possession, may not elect to assume this Lease unless, at the time of the assumption, the Trustee or Tenant has:

(a) Cured any existing default or provided Landlord "Adequate Assurance" (as defined below) that:

(i) Within ten (10) days from the date of the assumption, the Trustee or Tenant will cure all monetary defaults under this Lease and compensate Landlord for any actual pecuniary loss resulting from any existing default, including without limitation, Landlord's reasonable costs, expenses, accrued interest and attorneys' fees incurred as a result of the default;

(ii) Within thirty (30) days from the date of the assumption, the Trustee or Tenant will cure all non-monetary defaults under this Lease; and

(iii) The assumption will be subject to all of the provisions of this Lease.

(b) For purposes of this Section 13.1, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum, "Adequate Assurance" shall mean:

(i) The Trustee or Tenant has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or

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Tenant will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep all of the Property stocked with merchandise and properly staffed with sufficient employees to conduct a fully-operational, actively promoted business on all of the Property;

(ii) The Bankruptcy Court shall have entered an order segregating sufficient cash payable to Landlord, or the Trustee or Tenant shall have granted a valid and perfected first lien and security interest or mortgage in property of Trustee or Tenant acceptable as to value and kind to Landlord, to secure the obligation of the Trustee or Tenant to cure the monetary and non-monetary defaults under this Lease within the time periods set forth above; and

(iii) The Trustee or Tenant, at a minimum, shall deposit a sum equal to one month's rent to be held by Landlord (without any allowance for interest thereon) to secure Tenant's future performance under the Lease.

If the Trustee or Tenant has assumed the Lease pursuant to the provisions of this section for the purpose of assigning Tenant's interest hereunder to any other person or entity, Tenant's interest may be assigned only after the Trustee, Tenant or the proposed assignee shall have complied with all of the terms, covenants and conditions of this Lease, including, without limitation, those provisions on Additional Rent and the use of the Property only as permitted herein; Landlord and Tenant acknowledge that such terms, covenants and conditions are commercially reasonable in the context of a bankruptcy proceeding of Tenant. Any person or entity to which this Lease is assigned pursuant to the provisions of the Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of the assignment. Any such assignee shall upon request execute and deliver to Landlord an instrument confirming the assignment.

25. GOVERNING LAW, VENUE AND JURISDICTION. This Lease shall be governed by and construed in accordance with the laws of the State of Georgia. No conflicts of law rules of any state or country (including, without limitation, State of Georgia conflicts of law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than the State of Georgia. For the purposes of any suit, action or proceeding involving this Lease, the parties hereby expressly submit to the jurisdiction of all federal and state courts sitting within the confines of the Northern District of Georgia (the "**Venue Area**") and consent that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed. The parties agree that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding commenced by either or both of said parties. In furtherance of such agreement, the parties agree upon the request of any party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction. Landlord and Tenant hereby irrevocably waive any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Lease brought in any federal or state court sitting within the confines of the Venue Area and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

26. NOTICES. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given pursuant to the provisions of this Lease (**"notice"** or **"notices"**) shall be in writing and shall be deemed to have been given, for all purposes (i) three (3) days after having been placed in the United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party; (ii) on the date of hand delivery by commercial courier service; or (iii) one (1) day after having been deposited with FedEx or UPS or other nationally recognized express courier service, for next business day delivery. Notices shall be given to the parties, respectively, to the addresses set forth in Article 1 above. Any party may substitute its address by giving ten (10) days' prior notice to the other party in the manner provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Refusal, rejection, or return of any notice otherwise properly delivered shall be deemed to constitute delivery of such notice. Any notice may be given on behalf of any party by its counsel.

27. ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT. This Lease and the exhibits and attachments contain the entire agreement of the parties and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and

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signed by Landlord and Tenant. It is understood and agreed that all the covenants, agreements, terms, conditions, provisions and undertakings in this Agreement or in any renewals thereof contained, shall extend to and be binding upon the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto, the same as if they were in every case named and expressed.

28. RIGHTS CUMULATIVE; SEVERABILITY; TIME OF THE ESSENCE. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given as a matter of laws. If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws of any Governmental Authorities, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby, unless the amount of Rent payable hereunder is thereby decreased, in which event Landlord may terminate this Lease. Time is of the essence of this Lease.

29. WAIVER OF RIGHTS; NO RECORDATION; COUNTERPARTS. No failure of Landlord to exercise any power given Landlord hereunder or to upon strict compliance by Tenant of its obligations 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. Neither this Lease nor any memorandum hereof may be recorded without the Landlord's prior, written consent, which consent may be granted, denied, withheld or conditioned by Landlord in its sole and absolute discretion. This Lease may be executed in multiple facsimiles, photocopy, PDFs, electronic and/or original counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

30. LIMITATIONS ON LANDLORD'S LIABILITY. Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Premises and any judgments rendered against Landlord shall be satisfied solely out of Landlord's interest in the Premises. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Premises and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any Lender.

31. DEFINITIONS. The term, **"Landlord"**, as used in this Lease, shall include the undersigned, its heirs, executors, legal representatives, assigns and successors-in-title to the Premises. The term, **"Tenant"**, shall include the undersigned and its heirs, executors, legal representatives and successors, and if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or subtenants as to the Premises covered by such assignment or sublease. In the event that there is more than one entity or person, which are Tenant to this Lease, then any reference to Tenant shall refer, jointly and severally, to such entities or persons. The terms, "**Landlord**" and "**Tenant**", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. The term **"law"** or **"laws"** shall mean any present and future laws, constitution, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, even if unforeseen or extraordinary of any Governmental Authorities. The term, **"Governmental Authorities"**, means any federal, state, county, municipal or other government or governmental or regulatory arbitrator, board, body, commission, court, instrumentality, or other administrative, judicial, quasi-governmental or quasi-judicial tribunal, authority or agency of competent authority that has jurisdiction or authority over the Premises. Further, references to **"person"** or **"persons"** in this Lease shall mean and include any natural person and any corporation, partnership, joint venture, limited liability company, trust or other entity whatsoever. Whenever the singular number is used in this Agreement and when required by the context, the same will include the plural and vice versa, and the masculine gender will include the feminine and neuter genders and vice versa.

32. **AMUSEMENT GAME MACHINES**. Should the existing COAM contract expire during the Term, Tenant may desire to obtain a new Location License to place "Class B machines" ("**COAMs**") on the Premises. Subject to this Section, Tenant, with Landlord's written consent and approval, may, after the expiration of the present COAM contract, enter into a new COAM supplier or provider agreement (the "**Master Licensee**") with whom it desires to contract for the placement of COAMS. Tenant acknowledges the placement of COAMs on the Landlord's Premises exposes Landlord to potential liability, including, but not limited to, the closing of the Tenant's business, should applicable local or state laws or rules and regulations regarding COAMs not be strictly complied with by the Tenant and the Master Licensee. For the foregoing reasons, Tenant must seek and obtain Landlord's prior written approval of the proposed Master Licensee before executing any contract or agreement (the "**Location Agreement**") with a Master Licensee and/or permitted COAMs to be placed in the Premises. The Landlord shall deliver its decision in writing to Tenant promptly after the proposed Location Agreement

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was delivered by Tenant. The Landlord shall have sole discretion in making its decision and shall not be required to state a cause for approval or denial. In addition to the terms of any Location Agreement executed with an approved Master Licensee, Tenant shall comply with all local and state laws and Georgia Lottery Corporation rules and regulations regarding the operation of COAMs on the Premises. In the event that the foregoing exclusive right of Landlord to designate is deemed unenforceable by the Georgia Lottery Corporation or by a court or arbitrator's decision, then Landlord shall have the right, without cause, to terminate this Lease on thirty (30) days prior notice to Tenant without further liability or compensation to Tenant. The parties hereto agree that irreparable damage would occur in the event that Tenant enters into a Location Agreement (and COAMs are placed in the Premises) without the prior written consent of the Landlord in violation of this Section. It is accordingly agreed that the Landlord shall be entitled to an injunction or injunctions to prevent breaches of this Section and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

33. LIMITATIONS ON LANDLORD'S LIABILITY; SURVIVAL. Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and buildings comprising the Premises for the collection of any judgment (or other judicial process) arising out of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, that Landlord shall not be liable for any deficiency and that no other assets of the Landlord or any of its partners or shareholders, or any other persons or entities having any interest in Landlord, shall be subject to levy, execution or other process for the satisfaction of Tenant's remedies with respect to this Lease. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord Parties ever be liable pursuant to this Lease for lost profits or consequential, speculative or punitive damages. The provisions hereof shall inure to Landlord's successors and assigns, including any Lender. The provisions of this Lease with respect to any obligation of Tenant to pay any Rent to Landlord or to perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

34. **ADA COMPLIANCE AND COMPLIANCE WITH LAWS**. Tenant, at its sole expense, shall be responsible for all ADA compliance of all areas including but not limited to the interior and exterior of the Premises, parking lot other areas. All repairs alterations or improvements required by governmental authorities resulting from Tenant's Use of the Premises shall be completed by Tenant at Tenant's sole expense. Further, Tenant shall, at its sole expense, comply with all local, state and federal laws, rules, regulations and requirements now or hereafter in force and all judicial and administrative decisions in connection with the enforcement thereof (collectively, "Laws"), pertaining to either or both of the Premises and Tenant's use and occupancy thereof, and including, but not limited to, all Laws concerning or addressing matters of an environmental nature. If any license or permit is required for the conduct of Tenant's business in the Premises, Tenant, at its expense, shall procure such license prior to the Commencement Date, and shall maintain such license or permit in good standing throughout the Term. Tenant shall give prompt notice to Landlord of any written notice it receives of the alleged violation of any Law or requirement of any governmental or administrative authority with respect to either or both of the Premises and the use or occupation thereof.

35. **GUARANTY.** In order to induce Landlord to execute this Lease, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned party identified as "Guarantor" on the signature page of this Lease agrees to enter into and simultaneously with the execution of this Lease has entered into a Guaranty in the form attached hereto as Exhibit "C".

36. **RENTAL DEPOSIT.** Landlord acknowledges that it has received from Tenant the total sum of $20,824.32 (the **"Rental Deposit"**), which sum shall be retained by Landlord, without obligation for interest, as security for the performance of Tenant's covenants and obligations under this Lease. Landlord shall have no obligation to segregate such Rental Deposit from any other funds of Landlord. The Rental Deposit shall be returned to Tenant within thirty (30) days after the expiration of the Lease Term, if Tenant has fully performed its obligations hereunder. Landlord shall have the right to apply any part of said Rental Deposit to cure any default of Tenant and if Landlord does so, Tenant shall upon demand deposit with Landlord the amount so applied so that Landlord shall have the full Rental Deposit on hand at all times during the Lease Term. If there is a sale or lease of the Building subject to this Lease, Landlord shall transfer the Rental Deposit to the vendee or lessee, and Landlord shall be released from all liability for the return of such Rental Deposit. Tenant shall look solely to the successor Landlord for the return of said Rental Deposit. This provision shall apply to every transfer or assignment made of the Rental Deposit to a successor Landlord. The Rental Deposit shall

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not be assigned or encumbered by Tenant without the prior consent of Landlord and any such unapproved assignment or encumbrance shall be void.

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

38. **INDEPENDENT COVENANTS**. Tenant agrees that Tenant's covenants and obligations under this Lease shall be independent of Landlord's covenants and obligations under this Lease and that each such covenant and obligation is independent of any other covenant or obligation. Landlord's breach or non performance of any of Landlord's covenants or obligations under this Lease shall not excuse Tenant of Tenant's covenants and obligations under this Lease, and shall not be the basis for any defense, of any kind or nature whatsoever, to any suit by Landlord for Tenant's breach or non performance of any of Tenant's covenants or obligations under this Lease (including, without limitation, Tenant's failure to pay Annual Rent, Additional Rent and other payments due under this Lease). All payments of Annual Rent, Additional Rent or other payments due under this lease are absolutely and unconditionally due at the time set forth herein, without any right of set-off or deduction of any kind or nature whatsoever except as expressly provided to the contrary herein.

39. **PATRIOT ACT**. Tenant, its partners, members, principal stockholders and any other constituent entities (i) have not been designated as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other replacement official publication of such list; (ii) is currently in compliance with and will at all times during the term of this Lease (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (iii) have not used and will not use funds from illegal activities for any payment made under this Lease.

40. **FOREIGN SHELL BANK**. Neither Tenant nor any holder of any beneficial or equitable interest in Tenant is a Foreign Shell Bank. For purposes hereof: (a) "Foreign Shell Bank" means a Foreign Bank without a physical presence in any country, but does not include a Regulated Affiliate; (b) "Foreign Bank" means an organization that (i) is organized under the laws of a country outside the U.S., (ii) engages in the business of banking, (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations, (iv) receives deposits to a substantial extent in the regular course of its business, and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank; and (c) "Regulated Affiliate" means a Foreign Shell Bank that (i) is an affiliate of a depository institution, credit union, or Foreign Bank that maintains a physical presence in the U.S. or a foreign country, as applicable, and (ii) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or Foreign Bank.

Non-Cooperative Jurisdiction. Neither Tenant nor any holder of any equitable or beneficial interest in Tenant is a person or entity resident in or whose funds for in connection with the sums due under this Lease or in connection with its business are transferred from or through an account in a Non-Cooperative Jurisdiction identified by the Financial Action Task Force ("FATF"). For purposes of this Agreement, "Non-Cooperative Jurisdiction" shall mean any foreign country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as FATF, of which the U.S. is a member and with which designation the U.S. representative to the group or organization continues to concur.

United States Foreign Corrupt Practices Act. Tenant is not in violation of any applicable anti-corruption, anti-bribery laws, including the United States Foreign Corrupt Practices Act, as amended from time to time.

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Compliance with Patriot Act, Anti-Terrorism Laws. Tenant and the holder of all equitable and beneficial interests in Tenant are in compliance with any and all applicable provisions of the USA Patriot Act of 2001, Pub. L. No. 107-56. Neither Tenant nor any of its affiliates, officers, directors, shareholders, members or lease guarantor, as applicable, is a Prohibited Person. Neither Tenant nor any person or entity owning any interest in Tenant including, without limitation, any equitable or beneficial interest: (i) is currently on any list published by the Office of Foreign Assets Control, Department of the Treasury, or (ii) is a person or entity with whom a United States citizen or entity organized under the laws of the United States, is prohibited from transacting business of the type contemplated by this Lease. Definitions. As used herein: (i) "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, Title 3 of the USA Patriot Act, Illinois Public Act 094-0079, and any regulations promulgated under any of them; (ii) "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as may be amended from time to time; (iii) "Prohibited Person" is defined as (a) a person or entity that is listed in the Annex to Executive Order No. 13224, or a person or entity owned or controlled by an entity that is listed in the Annex to Executive Order No. 13224, (b) a person or entity with whom Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or (c) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/ofac/t11sdn.pdf, or at any replacement website or other official publication of such list; and (iv) "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as may be amended from time to time.

41. **LICENSES AND PERMITS.** During the Term, Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Premises, including, but not limited to any necessary beer/wine, liquor lotto, and gaming licenses. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to:

(a) operating Tenant's business upon the Premises; and/or

(b) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Premises arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license.

42. **ACKNOWLEDGEMENT OF RISKS.** Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that:

(a) There are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitation, the loss of any investment in the Premises or such business upon termination of this Lease;

(b) upon termination of this Lease for any reason, Landlord shall have the right to use the Premises as it deems appropriate, including, but not limited to selling the Premises, operating a similar or other business upon the Premises, converting the Premises to any other use Landlord deems appropriate or leasing the Premises to a new lessee;

(c) Landlord has no obligation to lease the Premises to any new lessee, whether or not the prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment;

(d) Any improvements, fixtures, or equipment that are not or cannot be removed in accordance with the provisions of the Lease shall become the sole and entire property of Landlord upon termination of this Lease;

(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.

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(g) Personality Removed Upon Lease Termination. At the termination or expiration of the Lease Term, Tenant shall surrender the Premises on the same condition as it was in upon delivery or possession thereto under this Lease, reasonable wear and tear excepted. Further Tenant shall deliver all keys to the Premises to Landlord. Before surrendering the Premises, Tenant shall remove prior to the expiration of the Lease Term, all Tenant's personal property, trade fixtures, alterations, additions and decorations and shall promptly repair any damage caused by the removal. Tenant's obligations to perform under this provision shall survive the expiration of the Lease Term. If Tenant fails to remove its property upon the termination or expiration of the Term, such property shall be deemed abandoned and shall become the property of Landlord.

43. **SECURITY INTEREST.** In addition to the statutory Landlord's lien, Tenant hereby grants to Landlord a security interest to secure payment of all rent and other sums of money becoming due under this Lease from Tenant, upon all inventory, goods, wares, branding items, equipment, trade fixtures, fixtures, furniture, and all other personal property of Tenant situated at the Premises, together with the proceeds from the sale thereof. Tenant may not remove such property without the consent of Landlord until all rent in arrears and other sums then due to Landlord under this Lease have been paid. Upon the occurrence of a Default, Landlord may, in addition to any other remedies provided in this Lease or by law, enter upon the Premises and take possession of any and all goods, wares, branding items, equipment, trade fixtures, fixtures, furniture and other personal property of Tenant situated in or on the Premises without liability for trespass or conversion, and sell the property at public or private sales, with or without having the property at the sale, after giving Tenant reasonable notice of the time and place of any such sale. Unless otherwise required by law, notice to Tenant of the sale will be deemed sufficient if given in the manner prescribed in this Lease at least 10 days before the time of the sale. Any public sale made under this provision will be deemed to have been conducted in a commercially reasonable manner if held on the Premises or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county where the Premises is located for five consecutive days before the date of the sale. Landlord or its assigns may purchase at a public sale and, unless prohibited by law, at a private sale. The proceeds from any disposition pursuant to this section, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and expenses), will be applied as a credit against the indebtedness secured by the security interest granted in this Article. Any surplus will be paid to Tenant or as otherwise required by law, and Tenant shall promptly pay any deficiencies. Landlord is authorized to file a financing statement to perfect the security interest of Landlord in the aforementioned property and proceeds.

44. **CROSS-DEFAULTS**. Any default by Tenant under the terms of this Lease shall likewise constitute a default of Tenant, as tenant, or otherwise, under the terms of any and all other agreements between these same parties or the affilates of these parties, including without limitation, other leases, motor fuel supply or commissioned sales agreements, purchase and /or sale agreement and other contracts, whether or not pertaining to the Premises, or other Premises or locations or to the sale or purchase for resale of motor fuels or other products. This provision shall also apply to any agreements with Landlord's affiliates and related parties and in particular for the subject Premsies. The Tenant expressly acknowledges that the parties to the agreements in Exhibit 1 are either the same parties or parties or affilates of these parties Default under the contracts shown in Exhibit 1, will be considered a default of this Lease.

45. **SPECIAL STIPULATIONS.**

In the event of any conflict between the terms and conditions of any of the Special Stipulations attached hereto as **Exhibit B** or itemized below in this Section 45, and the terms and conditions in the main body of this Lease, the terms and conditions of the Special Stipulations shall control.

[Signatures appear on the following page(s). Remainder of page left intentionally blank]

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IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, as of the Effective Date.

LANDLORD:

HZ Properties & Marketing, LLC

By: _____
Name: Hyder Lalani
Its: Managing Member

Date of Execution: _____

TENANT:

HMK EXPRESS LLC

Signed by:
By: Mohsin Khan
83E74815541E4B7...
Name: Mohsin R. Khan
Its: Owner

Date of Execution: 11/11/2024

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EXHIBIT A

(Legal Description of Premises)

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EXHIBIT B

(Special Stipulations)

1. **Master Lease**. In addition to the provisions of this lease Agreement, the Tenant agrees to be bound by all the conditions of the Master Lease between Landlord and the Master Landlord. No representation that is not included here or in the Master Lease shall be binding upon the parties. Tenant shall fully indemnify Landlord against any damage, injury, claims or expenses that Landlord may incur with respect to the occupancy by the Tenant of the Premises or the nonperformance or nonobservance by Tenant of any term or condition of this Lease or the Master Lease. If there is any conflict between the terms of the lease and the Master Lease, the lease shall control.

[END OF EXHIBIT B]

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EXHIBIT C GUARANTY

STATE OF GEORGIA

COUNTY OF FULTON

GUARANTY

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the letting by HZ Properties & Marketing, LLC ("Landlord") to HMK EXPRESS LLC ("Tenant") pursuant to a Lease Agreement dated November 1, 2024 (the "Lease") of premises described therein, the delivery of which lease is conditioned upon the execution and delivery of this Guaranty, and the payment of One Dollar ($1.00) to the undersigned by Landlord, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned (hereinafter collectively called the "Guarantor") does hereby unconditionally guarantee the full, prompt and complete performance by Tenant of all of the terms, covenants, conditions and agreements contained in the Lease on the part of Tenant to be performed, including specifically, without limitation, the obligation to pay all rents and any other charges or obligations therein set forth, together with any and all renewal or renewals, extension or extensions, modification or modifications thereof, and substitution or substitutions therefor (all such obligations being hereinafter called the "Obligations").

Guarantor waives presentment, demand, dishonor, notice of dishonor, protest, and all other notices whatsoever, including, without limitation, notices of acceptance hereof, of the existence or creation of the Obligations, and of all defaults, disputes or controversies with Tenant, and of the settlement, compromise or adjustment thereof. Guarantor agrees that Landlord shall have full authority, without obtaining the consent of, giving notice to, or affecting the liability of Guarantor, to make changes of terms, to extend time to pay, to release the whole or any part of the Obligations, to settle or compound differences for less than the full amount owing under the Lease, to accept notes, trade acceptances or any other form of obligation for the Obligations, to make arrangements or settlements in or out of court in the case of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement or an assignment for the benefit of creditors and to do anything, whether or not herein specified, which may be done or waived by or between Landlord and Tenant. The making of such arrangements, settlements, compromises, adjustments, extensions of time and so forth shall not diminish, discharge, modify, reduce extinguish or otherwise affect the liability of Guarantor hereunder for the full amount owing under the Lease. Guarantor further agrees that no act or omission on the part of Landlord shall in any way affect, impede or impair this guaranty.

This guaranty shall be enforceable without Landlord having (i) to proceed against Tenant (any right to require Landlord to take action against Tenant as required by O.C.G.A. § 10-7-24 being hereby expressly waived) or against any security for any payments due under the Lease, or (ii) to exercise any of Landlord's remedies under the Lease; and shall be effective regardless of the solvency or insolvency of Tenant, any reorganization, merger or consolidation of Tenant, any change in the composition, nature, personnel or location of Tenant, or any bankruptcy, receivership, liquidation, reorganization or other proceeding involving Tenant.

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This guaranty shall be binding upon and enforceable against each person and entity executing this guaranty and upon the respective heirs, legal representatives, successors and assigns of each such person and entity. The liability of each person and entity executing this guaranty and the heirs, legal representatives, successors and assigns of each such entity and person hereunder is joint and several, primary and unconditional, and shall not be subject to any claim of offset, counterclaim or defense of Tenant.

This guaranty shall be irrevocable, absolute and unconditional and shall remain in full force and effect as to Guarantor until such time as all of the Obligations shall have been paid or satisfied in full. No delay or failure on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Landlord of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. Guarantor agrees that this guaranty shall not be affected by reason of assertion by Landlord against Tenant of any rights or remedies reserved to Landlord in the Lease, or by reason of any summary or other proceedings against Tenant, or by the amendment or modification of the Lease with or without notice to, or consent of, the Guarantor.

This guaranty shall remain in full force and effect, and Guarantor shall continue to be liable for the payment of all amounts owing under the Lease in accordance with the original terms of the documents and instruments evidencing the same, notwithstanding the commencement of any bankruptcy, reorganization or other debtor relief proceeding by or against Tenant, and notwithstanding any modification, discharge or extension of the Obligations, any modification or amendment of any document or instrument evidencing any of the Obligations, any stay of the exercise by Landlord of any of its rights and remedies against Tenant with respect to any of the Obligations, or any cure of any default by Tenant under any document or instrument evidencing any of the Obligations, which may be effected in connection with any such proceeding, whether permanent or temporary, and notwithstanding any assent thereto by Landlord.

Landlord may, without notice of any kind, sell, assign or transfer the Lease, and in such event each and every immediate and successive assignee, transferee or holder of the Lease shall have the right to enforce this guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such person were herein by name specifically give such rights, powers and benefits, but Landlord shall have an unimpaired right to enforce this guaranty for its benefit as to so much of the Obligations as Landlord has not sold, assigned, or transferred.

This guaranty has been made and delivered in the State of Georgia and shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. Wherever possible, each provision of this guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty.

Guarantor hereby submits to personal jurisdiction in the State of Georgia for the enforcement of this guaranty and waives any and all personal rights under the laws of the State of Georgia or the United States to object to jurisdiction within the State of Georgia for the purposes

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of litigation to enforce this guaranty. In the event that such litigation is commenced, Guarantor agrees that service of process may be made, and personal jurisdiction over Guarantor obtained, by serving a copy of the summons and complaint upon Guarantor at the following address:

5840 Swift Creek Ct
Suwanee, GA 30024
Forsyth County

Commencement of any such action or proceeding in any other state shall not constitute a waiver of the agreement that the laws of the State of Georgia shall govern the rights and obligations of Guarantor and Landlord hereunder or of the submission made by Guarantor to personal jurisdiction within the State of Georgia. The aforesaid means of obtaining personal jurisdiction and perfecting service of process are not intended to be exclusive but are cumulative and in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by the laws of the State of Georgia.

Guarantor warrants and represents to Landlord that any financial statements heretofore delivered by Guarantor to Landlord were true and correct in all respects as of the date delivered to Landlord. At any time this Guaranty is in effect, Guarantor shall, upon ten (10) days prior written notice from Landlord, provide Landlord with a current financial statement and financial statements of two (2) years prior to the current financial statement year. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, shall be audited by an independent certified public accountant.

Guarantor agrees that Guarantor shall have no right to recover against Tenant by way of subrogation to the rights of Landlord on account of any payment by Guarantor to Landlord hereunder until all of the Obligations have been paid and satisfied in full, and Guarantor hereby waives, releases and relinquishes any such rights of subrogation to such extent.

If Guarantor is a corporation, Guarantor and the persons executing this guaranty as officers of the Guarantor represent that Guarantor has full corporate authority to execute this guaranty and that the officers executing this guaranty are duly authorized to execute this guaranty on behalf of the corporation, and that there is no provision in its charter or bylaws that in any way conflicts with or prevents the execution, delivery or performance of this guaranty by Guarantor. Guarantor further represents that there is no provision of any other agreement by which Guarantor is bound that in any way conflicts with or prevents the execution, delivery or performance of this guaranty by Guarantor.

IN WITNESS WHEREOF, Guarantor has executed, sealed and delivered this guaranty, all this _____day of November, 2024.

GUARANTOR:

Signed by:
Mohsin Khan
93E748155A154B7...

Name: Mohsin R Khan
Address: 5840 Swift Creek Ct, Suwanee, GA 30024

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WHOLESALE FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT ("Agreement") is made this first (1st) day of November, 2024 ("Effective Date") by and between **HZ INVESTMENT & PROPERTIES LLC**, a Georgia limited liability company, having a mailing address of 3172 Preservation Circle Lilburn, Georgia 30047 ("Supplier"), HMK EXPRESS LLC, having its principal place of business at 1105 Gray Hwy, Macon, GA 31211, **Mohsin R. Khan,** an individual resident of the State of Georgia**,** having a mailing address of **1105 Gray Hwy, Macon, GA 31211** ("Dealer").

WHEREAS, this Agreement is for the fueling station known as Store #345, located at 1105 Gray Hwy, Macon, GA 31211 as more particularly described on **Schedule 1** herein attached and incorporated ("Location"); and

WHEREAS, Supplier has a master Wholesale Fuel Supply Agreement with Kings Oil Company, LLC, a Texas limited liability company, as supplier, dated September 5, 2023, for the supply of fuel to the Location by Kings Oil Company, LLC and its affiliates; and

WHEREAS, the parties desire to enter into this Agreement for Supplier to supply motor fuels to Dealer at such Location.

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the sufficiency of which are hereby acknowledged, Supplier agrees to sell, and Dealer agrees to buy petroleum and other products on the following terms and conditions:

1. TERM. The term of this Agreement shall begin on or about November 1, 2024 and continue for fifteen (15) years ("Term"), shall automatically renew from month to month after the said Term unless either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the initial Term or the then existing extended term, or unless sooner terminated as otherwise hereinafter provided. Any option to extend shall be provided for on **Schedule 2**. In the event that the Lease, executed contemporaneously herewith is extended longer than the original fifteen (15) year Term, this agreement shall automatically extend in such a manner to match the term of the Lease.

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2. SUPPLY OF PRODUCTS.

(a) Supplier agrees to sell to Dealer, and Dealer agrees to buy and diligently to promote the sale of all grades and such quantities of Supplier's petroleum and other products as may be necessary to meet the Dealer demand for motor fuel products at the Location. The Dealer must offer all grades of fuel available from Supplier for sale at all times. Supplier shall have the right to provide ethanol additives, when available, in the gasoline, at the sole discretion of Supplier. Any incentives or rebates provided by Supplier's supplier relating to the sale of ethanol shall remain the sole property of Supplier. All fuel deliveries shall be made in full truckload quantities or in such other minimum quantities per delivery as specified by Supplier from time to time. If Dealer requests delivery of less than Supplier's established minimum volumes, compensatory delivery charges may be imposed, at the sole discretion of the Supplier. In no circumstances is Supplier obligated to make deliveries into a tank which is, or is suspected of leaking. Under this Agreement, Supplier is obligated to supply products to only the Location specified herein.

(b) Dealer covenants and agrees to purchase from Supplier and offer for sale, at the Location, only such gasoline, diesel fuel, other petroleum products or any additional motor vehicle fuel and/or energy-related products as are supplied and delivered by Supplier, including but not limited to those set forth on **Schedule 3** for the full duration of the stated term of this Agreement; and to purchase not less than _____ gallons of gasoline and/or diesel fuel per month. In the event Dealer has a shortfall by failing to purchase the minimum monthly gallons per month, Dealer shall pay over to Supplier within seven days of notice by Supplier to Dealer of such shortfall, charges in an amount equal to Five Cents ($0.05) times the difference between the number of actual gallons purchased and the minimum purchase requirement for such month. There shall be no shortfall penalty until _____ or when branding of the Location is completed if after _____.

(c) The supply and purchase obligations contained herein shall remain in full force and effect throughout the Term of this Agreement and shall not be suspended during any period of remodeling, renovation, repair, or rebuilding of the improvements located at the Location. Provided further, in the event Dealer's completion of the construction, remodeling, and rebranding of the Location is not completed prior to the commencement of the Term of this Agreement, due to conditions beyond the control of Dealer, Dealer's obligation to purchase petroleum products hereunder shall commence upon the completion of such construction remodeling and rebranding.

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(d) Supplier has the sole and exclusive right to designate the hauler for delivery of products to the Location and hereby reserves the right to change the designated hauler from time to time. Dealer acknowledges and agrees further to comply with hauler's protocol for ordering of products and to allow a minimum of forty-eight (48) hour notice to receive delivery thereof. Dealer acknowledges that haulers' business is dependent on many external factors and that there may be delays in deliveries without any consequences to Supplier. Dealer shall grant full access to hauler's vehicles to make deliveries at any hour of the day. Communications between hauler and Dealer are the sole and exclusive responsibility of the Dealer. Any mistakes in ordering due to miscommunications between the hauler and Dealer are to be resolved between the hauler and Dealer. Any product outage(s) due to Dealer's failure to: (1) timely order sufficient volumes of product; (2) comply with hauler's protocol for ordering of products; or (3) grant full access to hauler's vehicles to make deliveries, or (4) provide forty-eight (48) hour notice to hauler for delivery of product shall constitute an event of default. Dealer acknowledges and agrees that Supplier shall not be liable for any misconduct of any designated hauler and that Dealer is responsible, at all times, for any discrepancies or variances in the amount of fuel delivered or maintained at the Location.

3. OPERATION OF STATION. Dealer recognizes that the brand utilized by Supplier is associated with high-quality service and products and agrees to conduct business at the Location in a manner to maintain that association. Accordingly, Dealer agrees to furnish such service and accommodations to retail motor fuel Dealers as are customarily provided by convenience store/filling stations.

Dealer agrees to keep the business operated at the Location open for business during no less than the hours hereinafter set forth. Such business shall be open 365 days per year, (366 days during any leap year) opening no later than 6:00am and closing no earlier than 9:00pm daily.

Dealer agrees to provide, at its sole cost and expense:

(a) broadband internet service, or other highspead internet access, to the Location in a manner acceptable to Supplier; and

(b promptly upon execution of this Agreement, a real property survey of the Location in a form that is acceptable for the purposes of filing any and all approvals, licenses, and permits reasonably required to operate the Location for its intended purpose under this Agreement. If Dealer does not provide a survey, Supplier may complete a survey and charge, at the Supplier's sole discretion, Dealer for the cost of a new survey.

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4. EXCLUSION OF OTHER SUPPLIERS. Dealer covenants and agrees to offer for sale, at the Location, only the motor fuels as are provided to the Location supplied by Supplier under this Agreement. Dealer shall not sell any other supplier's motor fuels without the express written permission of Supplier. Dealer affirmatively represents unto Supplier that Dealer is not bound by the terms of any other motor fuels supply agreement relative to the Location and that Supplier has not induced, directed nor assisted Dealer in breaching the terms of any agreement with another motor fuel supplier.

5. PRICE OF PRODUCTS TO DEALER. Prices for all products purchased by Dealer from Supplier shall be Supplier's rack price from its supplier at its supplier's terminal, plus call and demand freight rates, plus Two Cents ($0.02) per gallon, plus any applicable Superfund tax per gallon, plus the UST fee per gallon, plus any other applicable taxes, charges, duties and fees levied on any of the products of Supplier, or required to be collected by Supplier upon the sale, transportation or delivery of the products

6. TERMS OF PAYMENT. Motor fuel sales shall be net payment, COD, at time of delivery. Provided further, Supplier may, in its sole discretion, provide load to load, or 7 day credit or other deferred credit terms for payment. Supplier shall notify Dealer of the payment terms prior to, or at the time of any delivery of motor fuels. Supplier may, after providing credit terms, require Dealer, upon notice, to revert to making payments COD, for all fuel deliveries at any time during the term of this Agreement. Any notice to Dealer may be by facsimile or electronic transmission, verbal notice (inperson or by telephone), by e-mail, or any other commercially reasonable manner. Payment shall be made by draft or direct deposit into Supplier's bank account or by electronic fund transfer, at Supplier's election. For the purposes hereof, Dealer shall furnish Supplier with the name of the bank and the account number from which payments shall be directly drafted by electronic fund transfer and shall execute such documents and authorizations that may be necessary to provide for such transfer if such method of payment is chosen by Supplier. In the event any draft or electronic fund transfer is returned or dishonored by reason of insufficient funds or otherwise, Dealer shall be in default hereunder and in order to cure such default, as may otherwise be provided for in this Agreement, Dealer shall additionally pay unto Supplier an administrative charge of $200.00 for each such dishonored instrument, transfer, or payment. Provided further, in the event of the return or dishonor of any draft or electronic fund transfer, or in the event Supplier has reasonable grounds upon which to believe that Dealer will not pay for fuel previously delivered to the Location in accordance herewith, then in either event, Supplier shall have the right to cause the removal (pump-out) of the in-ground fuel previously delivered to and stored upon the Location and to credit Dealer's account for such fuel in an amount equal to the price of products that Dealer owes for the delivery of such fuel removed, less the cost of the pump-out. Provided

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further, upon any such return or dishonor of any draft or electronic fund transfer and prior to causing the removal of in- ground fuel as heretofore provided, Supplier shall have the right to enter upon the Location and cause an electronic or manual cut-offor disabling of the fuel dispensing equipment so that no in- ground fuel can be pumped until the pump-out is completed or until the fund transfer is honored, whichever occurs first.

7. CREDIT CARD NETWORK AND SALES. Dealer shall use and be responsible for all costs associated accepting credit cards, including but not limited to, connection, processing, and equipment fees during the Term of this Agreement. The Dealer shall only use the credit card network provided by and/or associated with Supplier's supplier or such other credit card network as directed by Supplier, which shall be maintained and upgraded by Dealer at its cost.

(a) No secondary or supplemental or other credit card network or credit card machines shall be used for the processing of any sales, whether for fuel, inventory, merchandise or otherwise. In the event that Dealer uses a separate EBT machine, Dealer shall be required to use a network or machine supplied by a state agency approved vendor. In the event of the unauthorized use of a credit card network or machine for processing sales at the Location, by Dealer or any of its Dealers or employees or contractors, Dealer shall be in default in its obligations under this Agreement. In the event of any such default, the cure for the unauthorized activity (in addition the discontinuance of such unauthorized activity), Dealer shall pay unto Supplier a five hundred dollar ($500.00) cure fee for the first such default; and a one thousand dollar ($1,000.00) cure fee for any subsequent default during the Term hereof. In the event of default by Dealer under any other terms of this Agreement, Supplier shall also be entitled to immediately disable Dealer's credit card network at the Location.

(b) Invoices from credit card sales shall be paid to Supplier in regard to approved credit card purchases from Dealer. Supplier shall credit Dealer's account for products purchased under this Agreement, for the amount of credit card sales paid to Supplier. Supplier reserves the right to not immediately repay credit cards sales due to Dealer but hold these funds on Dealer's account as additional credit against fuel purchases. Upon any failure by Dealer to strictly comply with the terms and conditions of credit card transactions at the Location, Supplier shall have the right to charge-back to the Dealer all sums not credited to or paid to Supplier as a result of defective, noncomplying credit card sales, or other charges Supplier is subject to, at the Location. Any "charge-backs" shall be immediately paid by Dealer to Supplier. Dealer shall be responsible for all point-of-sale programming, updates and installation and maintenance costs for EMV (Europay, Mastercard, and Visa) requirements from governmental agencies or oil companies.

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8. USE OF TECHNOLOGY FOR PRICING SURVEY, INVENTORY MEASUREMENT, AND REPORTING OF SALES. Dealer shall have the option to use electronic software reporting systems for conducting market surveys of posted motor vehicle fuel prices, electronic measurement and reporting of motor vehicle fuel inventory levels, and recording and reporting of motor vehicle fuel sales as may be offered and/or provided by Supplier; current systems including but not limited to Black Box, Opis, and Price Advantage technology ("Reporting Systems"). Supplier may offer and/or provide new Reporting Systems as new technology emerges. In the event Dealer elects to use such Reporting Systems, Dealer shall be responsible for all applicable monthly charges and fees for the use of such Reporting Systems. Such monthly charges and expenses shall be paid via electronic fund transfers (EFT / ACH) from Dealer's account. Dealer agrees, further, to defend, indemnify and hold the Supplier, its subsidiaries, divisions, affiliates, Dealers and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the use of such Reporting Systems.

9. DEALER'S BUSINESS. It is mutually agreed the business conducted by Dealer at the Location is the independent business of Dealer. This Agreement shall not be construed as reserving to or conferring upon Supplier any right to direct or control Dealer, any of Dealer's employees, or the conduct of Dealer's business. Dealer acknowledges Supplier has made no representation of profitability in regard to any business to be operated by Dealer at the Location. Further, Dealer has not relied upon any business information provided by Supplier. Dealer enters into this Agreement based upon the exercise of Dealer's own business judgment after having full opportunity to exercise due diligence on Dealer's own behalf. Dealer acknowledges its sole resposibility for: (1) pricing of all the products, including updating the retail price of motor vehicle fuels, sold at the Location; and (2) the operation of its business in accordance with all applicable laws, regulations and standards. Dealer agrees, further, to defend, indemnify and hold the Supplier, its subsidiaries, divisions, affiliates, and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the Dealer's business.

Dealer affirmatively represents and warrants unto Supplier that Dealer is not under contract with another fuel supplier and is authorized to enter into this Agreement with Supplier. Further, Supplier has not induced Dealer to breach, nor has Supplier interfered with, any other existing contract between Dealer and any other product supplier. In the event Dealer is a corporation, limited liability company, or other entity that must register its existence, Dealer represents it is in good standing duly authorized to do business in the State where the location is situated. Further, the undersigned party executing this Agreement on behalf of Dealer has full and complete authority to bind the Dealer hereto. Further, it is

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expressly agreed that the corporate representative executing this Agreement on behalf of Dealer shall be, in his or her individual capacity, jointly and severally liable and responsible, with Dealer, for the satisfaction of all obligations of Dealer under the terms of this Agreement.

10. UNDERGROUND STORAGE TANKS AND MAINTENANCE.

Dealer is in exclusive possession and control of the underground storage tanks, lines, and associated underground equipment at the Location. Dealer shall be responsible for all maintenance and repairs and all environmental issues or matters arising out of the use, maintenance or repair of such tanks, lines, pumps, dispensers and fuel equipment (including EMV upgrades), except any maintenance, repair or environmental costs or damage directly caused or arising from any intentional or negligent act or omission of Supplier. Dealer shall, throughout the term of the Agreement, provide daily tank stick readings to Supplier's transport company (hauler) in such manner as directed by Supplier. In addition, Dealer shall provide daily stick readings to Supplier. These daily stick readings shall be conducted with water detecting putty. Should the Dealer detect any water in the underground storage tanks, lines, and associated underground equipment at the Location, the Dealer shall promptly take all neccesary, at the Dealer's sole cost, to cure and remove any water or other contaminants from the tanks, lines and fuel equipment. Dealer warrants that throughout theentire Term of this Agreement, Dealer's location shall be in full and complete compliance with all local, State and Federal environmental regulations and statutes pertaining to the storage, handling, and dispersing of petroleum products and motor fuels. Further, Dealer shall comply with all directions, instructions, or recommendations made by any environmental consultant retained by Supplier for the purposes of managing environmental and inventory control at the Location.

Dealer shall pay such premiums as may be necessary to have the storage tanks and pumping equipment covered under private underground storage tank insurance.

Upon the breach of this warranty, and in addition to any other remedies Supplier may have by law, Supplier shall have the right to immediately cease delivery of products to Dealer and terminate this Agreement. Without limiting the foregoing, Dealer shall, at its expense, cause the cleaning of the underground motor fuel storage tanks prior to Supplier's installation of any new, refurbished, or upgraded motor fuel pumping equipment or before the first delivery of motor fuels to the Location by Supplier, whichever occurs firstDealer shall cause the cleaning of the underground storage tanks periodically during the Term of this Agreement, as may be reasonably required by Supplier. Dealer specifically acknowledges that Supplier has no obligation regarding underground tanks or submersible pumps or any other fueling equipment located in the tanks.

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In the event it is determined, during the term of this Agreement, that the Location is environmentally contaminated as a result of a leak, spill, or other discharge of hazardous substances which constitutes a violation of local, state or federal law, rule, regulation or ordinance, Supplier shall have the right to suspend delivery of products to the Location until such contamination is remediated. During any remedation process Dealer shall remain liable unto Supplier for any shortfall payments due hereunder by virtue of Dealer's failure or inability to purchase the minimum number of gallons of petroleum products required under this Agreement, notwithstanding such suspension. In the alternative, in the event of such contamination, Supplier, at suppliers sole discretion shall have the right to terminate this Agreement in which case Dealer shall reimburse Supplier for all branding investment costs incurred by Supplier for branding of the Location and shall reimburse Supplier for all purchase incentive rebates received by Dealer under the terms of this Agreement.

11. INSTALLATION OF PETROLEUM PRODUCT DISPENSING AND OTHER EQUIPMENT.

Supplier shall cause, at its expense, the installation of petroleum product dispensing equipment and or accessories and/or fixtures at the Location as may be set forth on **Schedule 4** attached hereto and made part hereof. Dealer acknowledges that Supplier shall have the right to engage any qualified vendor for the purpose of acquisition and installation of the same or similar equipment described therein. The total cost to Supplier for the acquisition and installation of such equipment, accessories and fixtures shall be considered part of Supplier's branding investment under the terms of this Agreement. At all times relevant hereto, the Supplier shall be the sole and exclusive owner of the equipment listed on Schedule 4, with the full right and authorization of Dealer to remove the equipment listed on Schedule 4upon a default under Section 19 of this Agreement which remains uncured for more than thirty (30) days of written notice of default hereunder. Dealer hereby grants to Supplier a power of attorney coupled with an interest in the equipment listed on Schedule 4, for the purpose of removing the equipment listed on Schedule 4from the location upon an uncured default. Supplier shall have no liability whatsoever for removal of the equipment listed on Schedule 4after notice and cure period.

12. REPAIR OR EQUIPMENT OBLIGATIONS OF DEALER. Dealer shall cause the repairs and/or maintenance upgrades at the Location,and install such equipment as may be specified in **Schedule 5** attached hereto and made part of this Agreement. Dealer shall commence such work promptly and pursue the same diligently through completion as set forth in Schedule 5 and as a prerequisite to Supplier's performance and obligations under section 2 of this Agreement.

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13. LEASED EQUIPMENT. Dealer acknowledges that any equipment, accessories, and fixtures provided by Supplier under the terms of this Agreement may have been leased to Supplier by one or more leasing companies. In the event of a transfer or assignment of this Agreement, Supplier will continue to make any such equipment payments through the full term of any such lease agreement. Notwithstanding the foregoing in this Section 13, for purposes of this Agreement, Supplier shall be deemed to be the owner of any such equipment, accessories, and fixtures. Supplier shall have the right to enter upon and in the premises and remove any such equipment, accessories, and fixtures in the event of a default by Dealer under Section 19 herein. For purposes of the preceding sentence Dealer hereby grants Supplier a power of attorney coupled with an interest any such equipment, accessories, and fixtures to take all actions necessary and desired on in the name of Dealer to remove the said personal property from the premises including obtaining permits and granting rights to others reasonably required to carry out the removal.

14. BRANDING, TRADEMARKS, AND QUALITY ASSURANCE.

(a) *MOTOR FUEL BRAND &TRADEMARKS.* Supplier shall have the right to designate the branding of the motor fuels to be purchased by Dealer hereunder. The initial branding, if any, shall be as designated on **Schedule 6** attached hereto and made part of this Agreement. Supplier shall incur such costs as may be reasonably necessary for changing and or installation of the branding image of the Location, in order to obtain the approval of Supplier's chosen branded fuel supplier. Dealer shall be responsible for payment of any and all further sums necessary for signage or other branding image items in order to maintain such approval during the term of this Agreement. In the event Supplier changes branding during the term of this Agreement, all costs of maintaining the subsequent banding image(s), after Supplier's initial costs in rebranding the Location, shall be borne by Dealer. All signage shall be contingent upon and subject to the requirements of any applicable state or local law or ordinance.

Supplier, at it's sole discretion, may choose to rebrand the Location at any time, without the Dealers approval. In this event, this Wholesale Fuel Supply Agreemnt shall remain in full effect for the duration of the Term. Any incentives paid to Supplier as a result of branding or rebranding a Location shall remian the property of the Supplier.

(b) *QUALITY ASSURANCE AND MARKETING.* Dealer acknowledges that Supplier's supplier maintains a program for product quality and marketing assurances. Specifically, Dealer shall:

(i) Comply with all quality and marketing programs, which shall include but not be limited to, oil company uniforms, employee name tags, clean and available restrooms, proper maintenance of

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landscaping, buildings (interior and exterior), canopy and equipment, proper presentation and display of retail merchandise, maintenance and location of signs and other branding image items and other such matters pertaining to the brand image of the Location, and shall cooperate at all reasonable times and in all reasonable manners with all quality assurance programs and inspections;

(ii) Refrain from the sale, use, storage, rent, display, or offering at the Location of:

(a) pornographic or sexually explicit magazines, video tapes, compact discs, digital video discs, similar literature or items of merchandise;

(b) any item, in Supplier's judgment, that is intended or designed for use in ingesting, inhaling or otherwise consuming an illegal drug or from manufacturing or processing an illegal drug, including but not limited to pipes, tubes, roach clips, instructions or descriptive materials, or containers designed for concealing illegal drugs, drug paraphernalia, bath salts, or synthetic drugs designed to mimic the effects of illegal drugs; and

(c) any substance or item prohibited to be offered for sale by the branding and/or quality assurance standards of the motor fuel supplier providing motor fuel for sale or resale at the Location; and

(iii) Dealer shall, at Dealer's expense, properly install and display, all point of purchase marketing materials,all point of Purchase signage, credit card applications, and any related information. Further, Dealer, at its sole cost and expense, shall participate in any marketing or loyalty programs established by the brand of motor fuels sold at the Location. , Dealer shall, at Dealer's expense, have an appropriate company representative attend any training or informational programs offered.

It is acknowledged between the parties that Supplier and/or Supplier's supplier may conduct periodic "mystery shopper" or other inspections of the Location and operation of the business in order to determine whether Dealer is meeting the image, retail and Dealer service standards required under the terms of this Agreement. In the event Dealer scores below 80% of a perfect score, as shown on Schedule 9, or otherwise fails inspection as determined by Supplier or Supplier's supplier making the inspection and in accordance with the quality assurance standards, Dealer shall pay unto Supplier an inspection fee of $500.00 or such amount charged by Supplier's supplier as an inspection fee, whichever is greater, due and payable within three days of Dealer receiving notice of such failure and a copy of the inspection report. The foregoing inspection fee shall apply to each and any failure of such inspections. Supplier shall have the right, in sole its discretion, to waive the requirement for payment of an inspection fee based upon its determination of Dealer's exercise of good faith in promptly

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correcting all deficiencies of the inspection. Dealer shall also be subject to certain fines as provided for on the attached Fine Schedule as provided for on **Schedule** 7 herein attached an incorporated for violations which may not result in a failing score.

In the event Dealer's branded retail facility does not meet such standards or requirements and which results in Supplier's receiving notice to debrand Dealer, or if such retail facility is abandoned, Dealer shall allow Supplier or Supplier's representatives to immediately remove all brand identification from the Location. Dealer shall be liable to Supplier for all expenses and damages incurred as a result thereof. For the purposes of this Agreement, the Location shall be deemed abandoned if it is not open for business during normal business hours for three consecutive days. Dealer expressly agrees that all of Supplier's, or Supplier's supplier, trademarks, names and colors appearing at the Location shall be kept clear and legible, and that Dealer will use only signs approved by Supplier to advertise products purchased by Dealer from Supplier. Supplier shall be entitled to withdraw or substitute at Supplier's cost the use of any particular trademark, name, or colors.

In the event Supplier determines, in its sole discretion, that Dealer is not in compliance with any marketing or quality assurance standard in regards to the physical condition of the Location, and the operation of the business thereon, Supplier shall have the right (but not the obligation) to enter upon the Location and to correct any deficiency or substandard condition and bill Dealer for the cost thereof. Dealer shall reimburse Supplier for any and all of such costs within seven days of receipt of the bill. Such reimbursement payment(s) shall be made by electronic fund transfer in the same manner as payment for products purchased from Supplier. Further, without limiting the foregoing, Dealer shall comply with the image and identification standards established, for "branded outlets" by Supplier's branded supplier.

15. FORCE MAJEURE. Supplier and Dealer acknowledge and agree that the terms and conditions set forth in of the Agreement shall continue to apply in full force and effect in connection with events of force majeure.

16. SECURITY DEPOSIT. Dealer shall pay unto Supplier a security deposit upon the execution of this Agreement in an amount and in the manner as specified on **Schedule 8** attached to this Agreement. During the term of this Agreement, Suppler shall have the right to apply all or part of said deposit to any sums owed by Dealer to Supplier under the terms of this Agreement. In such event, Supplier shall notify Dealer of such application and Dealer shall pay over to Supplier such amounts as may be

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necessary to restore the full amount of the security deposit. Supplier's application of all or any portion of the security deposit shall not relieve Dealer from its obligations to make any payments due to Supplier nor prejudice Supplier's rights to exercise any remedy provided for herein, or at law, as a result of of Dealer's default under the terms of this Agreement. Further, Dealer hereby grants Supplier a security interest in all of Dealer's business equipment, supplies, inventory and fixtures at the Location, in which Supplier shall have all the rights of a secured party under the terms of the Uniform Commercial Code, and which interest may be evidenced and/or perfected by the filing of a UCC-1 Financing and Fixture Filing Statement(s).

Under this Agreement, to secure full and timely performance of Dealer's obligations under this Agreement, the Dealer hereby grants to Supplier, for the benefit of Supplier, and agree to maintain so long as any portion of the Agreement is in effect, a first priority security interest in all of Dealer's business equipment, supplies, inventory and fixtures at the Location, and in all proceeds of the foregoing, all as security for the obligations of this Agreement. If at any time the Supplier determines that Dealer's business equipment, supplies, inventory and fixtures at the Location is subject to any right or claim of any person or entity other than Supplier. Dealer shall execute such documents and take such action as Supplier deems reasonably necessary or advisable to create, perfect, or evidence such liens and security interests. Supplier shall be entitled to take any action necessary to record its security interest. All security interests or liens granted pursuant to this section shall be released by Supplier upon the termination of the Agreement, and only if the Dealer is not in Default of the Agreement

17. ASSIGNMENT-SUBLETTING-SALE. Dealer shall not, without the prior written consent of Supplier p assign this Agreement or any interest in this Agreement, in part or whole. Further, Dealer shall not, without the prior written consent of Supplier permit the operation of the Location by any party other than Dealer. Supplier's consent shall not be unreasonably withheld. However, in making such a determination, Supplier may rely upon the financial condition, creditworthiness, and criminal background of any proposed assignee in making a determination to consent to the assignment. Dealer must provide Supplier with thirty (30) days prior written notice of a proposed consent together with all information requested by the Supplier for the proposed assignee. If approved, Dealer shall remit funds in the amount of $2,000.00 for legal and administrative fees. Consent to the assignment shall not destroy this provision, and all later assignments shall be made likewise only on the prior written consent of Supplier. An assignee of Dealer, at the sole option of Supplier, shall become directly liable to Supplier for all obligations of Dealer under this Agreement. However, no assignment by Dealer shall relieve Dealer of any liability under this Agreement, and Dealer shall remain jointly and severally liable with assignee for the satisfaction and performance of all Dealer's obligations under the terms of this

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Agreement. This Agreement is freely assignable by Supplier and in the event, Supplier elects to sell, assign or convey rights, titles and interest in this Agreement, Dealer shall provide a fuel estoppel agreement, in acceptable form to Supplier, confirming the terms of this Agreement at Supplier's request and without delay.

18. RESERVED.

19. DEFAULT, TERMINATION AND LIQUIDATED DAMAGES. All terms, conditions, covenants, warranties, and agreements contained in this Agreement are essential and material to the continued relationship between the parties. In addition to the aforementioned, the following shall constitute events of breach or default:

(a) failure to remit to Supplier any monies owed by Dealer to Supplier in accordance with the provisions of this Agreement;

(b) violation of any federal, state, county, or municipal law, including all ordinances, rules, or regulations relating to Dealer's operation of the business conducted pursuant to or in connection with this Agreement;

(c) false or misleading statements made by Dealer to Supplier, including, but not limited to, financial statements made or provided by Dealer in order to enter into this Agreement;

(d) the institution of any insolvency or a receivership proceeding in or against Dealer;

(e) failure of Dealer to pay taxes or license fees as required by the terms of this Agreement or by any law or regulation or arising out of Dealer's employment of any person;

(f) failure of Dealer to pay taxes or license fees as required by the terms of this Agreement or by any law or regulation or arising out of the operation of the Dealer's business;

(g) abandonment or cessation of operation of the business of Dealer;

(h) severe physical or mental disability of Dealer or the severe physical or mental disability of the majority of the ownership of the Dealer;

(i) severe physical or mental disability of any gaunantor of this Agreement;

(j) Willful adulteration, mislabeling, or misbranding of motor fuel or other violation by Dealer of trade mark requirements for products sold by Dealer as set forth under this Agreement;

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(k) violation of any term or condition of the Agreement; or

(l) any act or omission allowing for termination, non-renewal or debranding of the Location or as provided under the Petroleum Marketing Practices Act 15 U.S.C. Sec. 2801 et seq.

. Subject to all rights under the Petroleum Marketing Practices Act, Supplier shall provide Dealer written notice of the occurrence of any event or breach which is cause for termination of this Agreement. Dealer shall have 15 days from the date of such notice in which to cure such breach or correct any condition or otherwise comply with the terms of this Agreement. If the Dealer does not cure the occurrence of the event or breach which is cause for termination this Agreement shall automatically be terminated at the expiration of such 15 day period. In the event Dealer receives written notice from Supplier of any events of default of this Agreement, Dealer specifically acknowledges and agrees that Supplier, through its agents, employees, contractors, officers, and directors, shall have the right to inspect Dealer's facility at the Location for purposes of determining compliance with this Agreement. In the event such event is not cured within 15 days of notice thereof, Supplier shall be entitled to take any corrective action or repairs necessary, at the Suppliers sole discretion, at the Dealer's sole expense. Notwithstanding the foregoing, in the event Dealer fails to remit Supplier any monies owed to Supplier under the terms hereunder, Supplier shall have the right to immediately suspend motor fuel delivery until such breach is cured. In the event such a breach is not cured within five 5 days from the date of written notice to Dealer, then in such event Supplier shall have the right to then immediately terminate this Agreement.

The parties hereto agree and stipulate that in the event of default by Dealer and early termination of this Agreement, Supplier's actual damages cannot be calculated with any degree of certainty as Supplier is relying upon Dealer's continuing purchase of petroleum products throughout the term of this Agreement. Accordingly, Dealer and Supplier specifically acknowledge and agree that such damages upon Dealer's breach would be virtually impossible to determine, and that the formula provided in this paragraph provides a reasonable pre-estimate of Supplier's probable loss that will be suffered by Supplier. Therefore, the parties agree that, in addition to any other amounts owed to Supplier hereunder, Dealer shall pay to Supplier as liquidated damages and not as a penalty a sum equal to FIVE CENTS ($0.05) times the minimum number of gallons required to be purchased monthly as contained herein times the number of months remaining in the Term of this Agreement from the date of default. The parties further agree that the above formula is reasonable because the amount of such liquidated damages are decreased by each month that Dealer performs its obligations under this Agreement. Moreover, the parties stipulate and agree that their intent in using the above damages

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formula is to provide a readily calculable pre-estimate of Supplier's probable loss upon breach and that it not be construed as a penalty.

It is further agreed that in the event of default by Dealer under any of the terms of this Agreement, and in addition to the previously described liquidated damages, Supplier shall be entitled to recoup from Dealer the unamortized portion of its investment in the Location that is more particularly described in **Schedule 4**. The investment described in **Schedule 4** shall be amortized on a "straight line" basis over the term of this Agreement. If Dealer defaults, and this Agreement is terminated before the end of the term, Supplier shall be entitled to immediate payment of the amount of the investment that has not been amortized on the date of default. Dealer acknowledges that recoupment by Supplier of the unamortized investment is a reasonable pre-estimate of Supplier's damages with respect to the investment, and that Supplier has the reasonable expectation that Dealer shall perform its obligations hereunder for the full term. In lieu of Supplier's right to recoupment of its investment in the Location, at the Supplier's sole discretion, Supplier may also immediately remove from, or disable at, the Location and retain full ownership of the petroleum product dispensing equipment, cash register, point of sale, and other branding image items installed pursuant to **Schedule 4**. Upon any default Supplier shall also be authorized and permitted to immediately remove all motor fuel products in the underground storage tanks at the Location, pursuant to Section 6 of this Agreement. Termination of this Agreement shall not affect or abridge the rights and obligations of the parties occurring prior to termination. Supplier may pursue any available legal remedies related to any default of the Agreement whether or not it exercises its right to declare this Agreement terminated. In addition to the foregoing, in the event of termination, Dealer shall pay to Supplier the cost of "debranding" the Location. "Debranding" is defined as the removal of all brand signage, brand color scheme, repayment of any unamortized oil company branding costs and rebates at the Location.

20. ATTORNEY'S FEES, COSTS, INTEREST. In the event it becomes necessary for Supplier to employ the services of its attorney to enforce any aspect of this Agreement, whether Dealer is in default of this Agreement or this Agreement is amended, assigned, or modified, Supplier shall be entitled to charge and collect administrative fee of $2,000.00 and shall be entitled to reimbursement of all legal fees paid In the event that either party files litigation regarding this Agreement, the losing party agrees to pay the prevailing party fifteen percent (15%) of the amount of damages for attorney's fees and costs of litigation, unless legal fees are awarded to the prevailing party by a court of competent jurisdiction.

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21. MISCELLANEOUS.

(a) *DELIVERIES DELAYED OR PREVENTED.* Supplier will fill all orders with reasonable promptness, but shall not be liable for loss or damage due to delays or failure, in whole or in part, to fill orders resulting from acts of public enemies, regulations, orders of civil or military authorities, fires, floods, strikes, labor disputes, accidents, shortage of labor, shortage of crude oil, shortage of refined products, refinery capacity, shortage ofmaterials, shortage of the means of transportation, or any other cause beyond Supplier's reasonable control, at its own plants, those of its sources of supply, or in connection with the delivery of its products. If Supplier is prevented by any of the foregoing causes from supplying the full quantities of any one or more of its products hereunder, Supplier shall have the right, without liability to Dealer, to allocate the quantity deliverable hereunder to Dealer, to its other parties under contracts calling for delivery of like products, and to its own requirements in such manner as it may deem reasonable,at Supplier's sole discretion, or according to any required allocation program, and Dealer shall be bound by such allocation. If Supplier is unable to deliver products for more than seventy-two (72) hours, Dealer shall have the right to purchase products from other suppliers until such time as Supplier can recommence delivery.

(i.) Supplier reserves the right to give preference in allocation to a dealer or group of dealers for any reason, in its sole discretion, including those dealers whose needs are related to providing fuel to customers whose responsibilties relate to the: (a) protection of life or health, (b) production and transportation of food and energy, (c) mass transportation, and (iv) national defense.

(ii.) Supplier's allocation plans may be put into effect on any geographic basis (including treating one geographic area differently from another) as Supplier may determine, without regard for the specific inventory at the place or places from which the supplied products are normally produced, shipped, or delivered.

(b) *INSURANCE.* Dealer shall continuously maintain general liability insurance and liquor liability insurance with such coverage as may be approved by Suppier and naming Supplier as an additional insured; and Dealer shall maintain workers' compensation insurance to all employees. Dealer shall furnish Supplier certificates establishing that the insurance requirements contained herein are met and maintained, from time to time, but at least annually, and upon request by Supplier. Additionally, Dealer shall reimburse Supplier, by EFT on a monthly basis, for any all insurance premiums incurred by Supplier, during the term of this Agreement, for fire, casualty, hazard, and liability insurance maintained by Supplier covering any equipment, accessories, fixtures and/or branding image items owned, leased, or rented by Supplier and installed at the Location. If Dealer fails

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to provide a certificate of insurance after written notice from Supplier, Supplier may obtain such insurance and charge Dealer the actual cost of the insurance plus an administrative fee of $100.00 per month.

(c) *CONTINGENCIES*. This Agreement, and the rights and obligations of the parties hereunder, is expressly contingent upon the approval of the Location, receipt of a survey of the Location supplied by Dealer, the branding image and specifications therefor, and Dealer's credit history being approved by Supplier's supplier. Further, in the event Supplier is obligated to cause the installation or upgrade of any motor fuel dispensing equipment or accessories at the Location, this Agreement is expressly contingent upon Supplier obtaining financing, by Agreement or otherwise, for such obligations upon terms and conditions acceptable to Supplier. Further is Agreement is contingent upon Dealer's third party landlord (and the prime landlord at the Location, if applicable), if any, executing an agreement 'in such form and substance satisfactory to Supplier and under which such landlord (and prime landlord) waives any right or claim, during the term of this Agreement, to the equipment, accessories, fixtures and branding image items installed and owned by Supplier, and acknowledges Supplier's exclusive right to supply motor fuel to the Location for the full term hereof. Dealer shall exercise good faith and make diligent efforts and cooperate with Supplier in obtaining the execution of such an agreement whereby landlord (and prime landlord) waives any right or claim, during the term of this Agreement, to the equipment, accessories, fixtures and branding image items installed and owned by Supplier, and acknowledges Supplier's exclusive right to supply motor fuel to the Location for the full term hereof. Failre to obtain such an agreement will give the Supplier the right to terminate this Agreement.

(d) *SEVERABILITY*. (i) If any one or more of the provisions of this Agreement are determined, by a court of competent jurisdiction, to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be of full force and effect. (ii) If, after the date of this Agreement, valid state or federal laws or regulations governing the relationship between Dealer and Supplier take effect, this Agreement shall be deemed amended and shall incorporate any mandatory requirements of such laws or regulations so long as they shall be effective, unless such amendment(s) shall operate to increase Supplier's taxes, costs or expenses hereunder, in which case Supplier shall have the option to terminate this Agreement by notice to Dealer.

(e) *ENTIRETY-AGREEMENT*. This Agreement constitutes the entire agreement and understanding between Supplier and Dealer merging and superseding all prior agreements, understandings, warranties and representations, whether oral, written, express, or implied, between Supplier and Dealer. All prior agreements between Supplier and Dealer concerning the subject matter hereof, relating to the Location

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defined herein, are hereby terminated. Neither this Agreement nor any modification or waiver of any of the provisions hereof shall be binding upon Supplier or Dealer unless in writing, duly executed by Dealer and a duly authorized Dealer of Supplier.

(f) *NOTICES.* Any notice provided for herein shall be given in writing and shall be considered properly given when received if personally delivered, provided by verifiable elctrontic means or, if deposited in the United States mail by certified mail, return receipt requested, postage prepaid, properly addressed by either party to the other at such party's address shown above, or at any changed address of which notice is duly given, as of the date received. Dealer has an obligation to notify Supplier if they move or otherwise change the address noted above. If Dealer fails to notify Supplier of an address change, all mail sent by Supplier to Dealer's address shown above shall be deemed sufficient notice whether claimed or unclaimed.

(g) *Governing Law and Venue*. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Texas without giving effect to any choice of law provision or rule that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action, or other proceeding with respect to the Agreement in a Federal District Court located in the Northern District of Texas unless the jurisdiction of such courts is improper, in which event a Party may bring such suit, action or other proceeding in any court of competent jurisdiction in the District Court of Dallas County, Texas. Dealer consents to the exclusive jurisdiction of any state or federal court empowered to enforce the Agreement located in Dallas County, Texas, and waives any objection thereto on the basis of personal jurisdiction or venue. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

(h) *JOINT AND SEVERAL LIABILITY.* In the event more than one person, firm, company or entity are named as Dealer hereunder, each such named person, firm, company and entity shall be jointly and severally liable unto Supplier for the satisfaction of the obligations of Dealer hereunder; and Supplier may look to any, all or any combination of them for such satisfaction thereof.

(i) *CROSS-DEFAULTS.* Any default by Dealer under the terms of this Agreement shall likewise constitute a default of Dealer, under the terms of any and all other agreements between these same parties, including without limitation, other leases, motor fuel supply or commissioned sales agreements, purchase and /or sale agreement and other contracts, whether or not pertaining to the Location, or other location or locations or to the sale or purchase for resale of motor fuels or other products. This provision

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shall also apply to any agreements with Supplier's affiliates and related parties and in particular for the subject Location.

Default under the contracts shown in Exhibit A, will be considered a default of this Agreement.

Dealer expressly acknowledges Supplier would not have entered into this Agreement absent the agreements shown in Exhibit A. Further, the Dealer expressly acknowledges that not enforcing the cross-default provision would thwart the Supplier's bargain

In the event Dealer is a tenant of a third-party landlord at the Location, and tenant and/or third party landlord has acquired the written consent to this provision from such landlord by way of a separate document or agreement, default by Dealer hereunder shall likewise constitute a default under the terms of the lease between tenant and such landlord and a default under the lease shall be a default under this Agreement.

(j) *CREDIT CARD FRAUD SKIMMING.* Supplier shall have the right to immediately charge back to the Dealer any credit card "charge-backs" from the Supplier's Supplier immediately. In addition, Dealer is responsible for any credit card fraud which may occur at the Location including credit card skimming. Skimming is the theft of credit card information. This theft occurs when a third-party card-reading device is installed either outside or inside a fuel dispenser or other card-swiping terminal. This device allows a thief to capture a Dealer's credit and debit card information, including their PIN, with each card swipe. Dealer is responsible for any credit card or debit card information theft and the fraudulent charges that are a result of skimming. Dealer is required to daily check the pumps and all card swiping terminals for possible sources of Skimming.

(k) *QUALITY AND CLAIMS.* Supplier guarantees that all products delivered hereunder will be uniform in quality and according to industry standards. Any claim for deficiency in quality or quantity of any product is waived unless Dealer gives Supplier notice of such deficiency at time of delivery (or during the next period of regular business hours if night delivery) for quantity claims and within ninety-six (96) hours of discovery of the alleged deficiency for quality claims. Such notice shall fully set forth the facts on which Dealer's claim is based, and Supplier shall be given full opportunity to inspect, measure, and test the products and/or equipment involved. Dealer shall immediately notify Supplier if Suppliers equipment is leaking. Dealer's failure to comply with the above requirements shall operate as a waiver of any and all claims and remedies by Dealer against Supplier arising out of product defects, variances, or shortages.

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(l) *GUARANTEE.* This Agreement is guaranteed by the terms in the Personal Guarantee of Fuel Supply Agreement.

22. INVENTORY. Reserved.

23. CREDIT CARD SETTLEMENTS. Every week, Supplier shall provide a credit card settlement paid by check, EFT, or other agreed upon means, to Dealer. This settlement shall be for the net amount of credit card funds held on behalf of Dealer as of the last week, which shall be netted against any currently owing but unpaid invoices. The Location shall be settled in weekly periods from Wednesday to Wednesday and settlement paid out on Friday. This settlement shall not be assignable upon assignment or transfer of this Agreement without the express written consent of Supplier. Supplier reserves the right to change the credit card settlement terms at any time. Payment for fuel shall be seven (7) day credit or other deferred credit terms for payment.

[signature page to follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Wholesale Fuel Supply Agreement to be effective as of the Effective Date first written above.

SUPPLIER

HZ INVESTMENT & PROPERTIES LLC

By:_____

Hyder K. Lalani, Member

DEALER

HMK EXPRESS LLC

By: Signed by: Mohsin Khan 93E74815541E4B7...

Mohsin R. Khan, its Owner

Signed by: Mohsin Khan 93E74815541E4B7...

MOHSIN R. KHAN, Individually

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SCHEDULE 1 - PROPERTY DESCRIPTION

1105 Gray Hwy, Macon, GA 31211.

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SCHEDULE 2 – OPTION TO EXTEND TERM

Dealer shall have the option to extend the Term for an additional five (5) year term with at least sixty (60) days' notice to Supplier, prior to the expiration of the then existing Term. Supplier reserves the right to not extend the Term, but Supplier will not be unreasonably withhold approval of a reasonable request to extend the Term of the Agreement between the Supplier and the Dealer. Each extended Term shall be on the same terms and conditions as set forth in this Agreement, except as otherwise specifically stated herein.

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SCHEDULE 3 – PRODUCTS TO BE PROVIDED EXCLUSIVELY BY SUPPLIER

1. Regular, Super and Premium Gasoline;
2. Diesel;
3. E85/and other Ethanol Blends;
4. Bio Diesel;
5. Ethanol Free Fuel;
6. Boutique Fuels (Future);
7. Natural Gas Related Fuels (Future);
8. Electric Car Charging Networks (Future);
9. Lubricants and Oils (Future)
10. Hydrogen Fuels (Future); and
11. Any other fuel known or currently unknown used to power automobiles, trucks, tractors, boats, lawn mowers, etc.

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SCHEDULE 4 - EQUIPMENT, ACCESSORIES AND/OR FIXTURES TO BE INSTALLED BY SUPPLIER

None.

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SCHEDULE 5 - DEALER'S REPAIR/MAINTENANCE AND EQUIPMENT OBLIGATIONS

None.

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SCHEDULE 6 - BRANDING

The initial branding image to be installed at the Location, and the initial brand of motor fuels to be delivered to the Location for resale by Dealer shall be a brand approved by Supplier. Supplier reserves the right to change the brand at the Location at any time.

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SCHEDULE 7 – FINE SCHEDULE

No Name Tag:	$25.00
No Uniform:	$50.00
Illegal Drugs/Drug Paraphenalia:	$500.00

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SCHEDULE 8- ALTERNATIVE SECURITY DEPOSIT PROVISIONS

The security deposit provisions of section 16 of this Agreement are modified as follows:

The total security deposit shall be $25,000. In the event an ACH draft for the payment of fuel or the payment of rent is dishonored by Dealer's financial institution, the security deposit shall become $40,000.00 and collected at $.02 per gallon of fuel sold at the Location.

Said security deposit is collected and held by Supplier (HZ Investment & Properties LLC), and Kings Oil Company LLC is not responsible for the reimbursement of said security deposit at any time.

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SCHEDULE 9

Field Inspection Evaluation

Exterior

Main Price ID sign functional and lighted	2
Main Price ID sign unobstructed and free of non-oil company signage	1
Landscape Free of Trash	2
Landscape Grass Cut and Neat	4
Parking Lot Neat and Clean	2
Parking Lot free of weeds growth	1
Parking Lot with no pot holes	1
Freshly painted curbs, poles and parking lines	2
All MPDs functioning correctly	4
All MPDs clean, free of spider webs and dirt	1
Pump Islands clean and well maintained	1
Card reader working with RECEIPT paper present	2
Credit Card Applications present	2
Current POP Present and clean	2
Nozzles and hoses clean/functional	2
All MPD displays operational	1
Trash Receptacles not over flowing and CLEAN	1
Valet supplies present. (Squeegees, paper towel and water)	2
Spanner clean, lit and well maintained	1
Canopy fascia maintained and lit	1
Canopy Clean and well maintained	1
Canopy lights working	2
Exterior lights working	1
Dumpster area clean and without debris	1
No storage or objects outside the building or at dumpster	1
No abandoned or illegally parked vehicles	1
Air & Water hose working outside	1
Building Exterior clean, painted and well maintained	1
Building Side walk clean, unobstructed and pressure washed	1
Store windows clean, not cracked and free of extra signage	1
Front door clean and free of unnecessary signage	1
Operation hours posted	1

INTERIOR

Odor Free	1
Comfortable Temperature	1

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Inside Lights working and sufficient light	1
Clean Floor	2
Clean Walls / attractive & inviting ambiance	1
Ceiling tiles spotless and clean	1
Vents clean and dirt free	1
Clutter Free merchandising / Dealer navigation friendly	1
Floor Merchandisers well organized, properly placed and allowing navigation	1
Fully Stocked and Merchandised	1
No handwritten signs in the store	1
Shelves clean, free of dirt and front faced	1
Beverage Bar clean and inviting	1
Beverage equipment operational	1
Beverage Bar stocked	1
Cooler operational and clean	1
Cooler lights working	1
Check out area clean, clutter free and inviting	1
Waste receptacles clean and not overflowing	1
No storage in Dealer visible sales area	1

BATHROOMS

All available bathrooms open for Dealer use	1
Bathroom floors clean and neat	1
Bathroom walls clean and free of graffiti	1
Bathroom supplies present	2
Bathroom door clean, lock functioning correctly	1
Bathroom equipment Commode, urinal, sink, mirror, soap disp, paper disp, towel disp	1
Bathroom trash clean, not overflowing and well maintained	2

DEALER SERVICE

CSR in Uniform shirt	5
CSR wearing name tag	3
CSR well groomed	1
CSR acknowledged at entry and first interaction	1
CSR made eye contact	1
CSR courteous and provides pleasant Dealer service	1
CSR repeats sales amount and counts cash back	1
CSR provides welcome and parting remarks	1
CSR familiar with Oil Co programs and offers program sales	2

MISC

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Pornographic Magazine on display	3
Any type of Drug Paraphernalia present	3
TOTAL SCORE	**100**

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Credit Card Schedule
Upon Conversion

Sales at Store		Notice to Kings Oil	Payment to Kings Oil	Payment to Dealer
Monday		Tuesday	Wednesday	Thursday
Tuesday		Wednesday	Thursday	Friday
Wednesday		Thursday	Friday	Monday
Thursday		Friday	Monday	Tuesday
Friday		Monday	Monday	Tuesday
Saturday		Monday	Monday	Tuesday
Sunday		Monday	Tuesday	Wednesday

Billing Terms

Load to Load
Payment is due at the earlier of 10 days or the date a new load is delivered.

7 Days
Payment is due within 7 days from date of delivery.

(Assuming 7-day payment terms)

Delivery Date	Draft Notice	Payment Due
Saturday	Friday	Monday
Sunday	Friday	Monday
Monday	Friday	Monday
Tuesday	Monday	Tuesday
Wednesday	Monday	Wednesday
Thursday	Tuesday	Thursday
Friday	Wednesday	Friday

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Exhibit A

The following agreements between Supplier and Dealer shall be subject to the cross-default provisions of this Agreement:

1. Lease Agreement dated November 1, 2024 by and between HZ Properties & Marketing LLC and HMK EXPRESS LLC.

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PERSONAL GUARANTY OF FUEL SUPPLY AGREEMENT

In order to induce **HZ INVESTMENT & PROPERTIES LLC**, a Georgia limited liability company to enter into this Agreement with MOHSIN R. KHAN ("Obligor") and for other good and valuable consideration received, the undersigned, jointly and severally, irrevocably and unconditionally guaranty to **HZ INVESTMENT & PROPERTIES LLC** the prompt payment, performance and observance of those obligations contained in the Fuel Supply Agreement dated November 1, 2024 ("Agreement"), and all indebtedness, liabilities, obligations and agreements of any kind Obligor to **HZ INVESTMENT & PROPERTIES LLC**, however evidenced, whether now existing or hereafter arising, whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured or original, renewed or extended (the "Obligations").

The undersigned hereby waives notice of acceptance of this guarantee and notice of any Obligations, and waives presentment, demand for payment, protest, notified of dishonor, or non-payment with respect to the Obligations.

The liability of the undersigned hereunder is primary and unconditional and shall not be subject to any offset, defense, or counterclaim of the Obligor. The liability of the undersigned shall not be discharged or satisfied hereunder except by the full payment and performance of all of the Obligations guaranteed hereunder, with interest until fully paid. This guarantee shall not be impaired or affected by, nor shall the undersigned have any defense hereto based upon any modification, supplement, extension, or amendment of the Obligations or any agreement relating thereto; or any of the Obligations or any of such agreements. This guarantee is a continuing one and is one of payment and not of collection.

The obligations of the undersigned hereunder shall be irrespective of the genuineness, validity, regularity, or enforceability of the Agreement or any circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

The liability of the undersigned on this guarantee shall be primary, direct, and immediate and not conditional or contingent upon pursuit by **HZ INVESTMENT & PROPERTIES LLC** of any remedies it may have against the Obligor, or its successors and assigns, or any other guarantor or any other person whatsoever, with respect to the Agreement, whether pursuant to the terms therefor by law. Without limiting the foregoing, **HZ INVESTMENT & PROPERTIES LLC** shall not be required to make any demand on Obligor, simultaneously with or prior or subsequent to enforcing **HZ**

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INVESTMENT & PROPERTIES LLC's remedies hereunder against the undersigned. Any one or more successive and/or concurrent actions may be brought hereon against the undersigned either in the same actions, if any, brought against Obligor or in separate actions, as often as **HZ INVESTMENT & PROPERTIES LLC** deems advisable.

No delay on the part of **HZ INVESTMENT & PROPERTIES LLC** in exercising any of its options, powers, or rights shall constitute a waiver thereof. This guaranty contains the entire agreement of **HZ INVESTMENT & PROPERTIES LLC** and the undersigned and no waiver of any of **HZ INVESTMENT & PROPERTIES LLC's** rights hereunder and no modification amendment of this guaranty shall be deemed to be made by **HZ INVESTMENT & PROPERTIES LLC** unless the same shall in writing, duly signed on behalf of **HZ INVESTMENT & PROPERTIES LLC** and such waiver, if any, shall apply only with respect to the specific instance involved. The undersigned shall have no right of subrogation against the Obligor or any of its assets or property or any security held for any Obligations until **HZ INVESTMENT & PROPERTIES LLC** shall have been paid in full all Obligation.

This guarantee shall be governed and construed in accordance with the laws of the State of Texas and shall be binding upon the undersigned, their heirs, executors, administrators, successors, and assigns and shall inure to the benefit of **HZ INVESTMENT & PROPERTIES LLC**, its successors, and assigns.

The undersigned, if more than one, shall be jointly and severally liable hereunder, and the term "undersigned", wherever used herein, shall mean all the undersigned and any one or more of them. Anyone signing this guarantee shall be bound hereby whether or not anyone else signs this guarantee at any time. The term "**HZ INVESTMENT & PROPERTIES LLC**" includes any agent for **HZ INVESTMENT & PROPERTIES LLC** or acting for it.

Guarantor

Signed by:
Mohsin Khan
93E74815541E487...

Name: MOHSIN R. KHAN

DocuSign

Certificate Of Completion

Envelope Id: D9C80C5F7A62428FBCDE0DD63042FF61
Status: Sent
Subject: Complete with Docusign: Lease & Wholesale Fuel Supply Agreement for 1105 Gray Hwy
Source Envelope:
Document Pages: 60
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Briskin Cross & Sanford LLC - Docusign
33 South Main Street
Suite 300
Alpharetta, GA 30009
docusign@briskinlaw.com
IP Address: 209.10.146.36

Record Tracking

Status: Original
11/6/2024 12:29:26 PM
Holder: Briskin Cross & Sanford LLC - Docusign
docusign@briskinlaw.com
Location: DocuSign

Signer Events	Signature	Timestamp
Mohsin Khan Mohsinrk1019@gmail.com Owner Security Level: Email, Account Authentication (None)	Signed by: Mohsin Khan 93E74815541E4B7...	Sent: 11/6/2024 12:50:58 PM Viewed: 11/7/2024 8:51:42 PM Signed: 11/11/2024 2:43:21 PM
	Signature Adoption: Pre-selected Style Using IP Address: 162.202.34.229 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 11/7/2024 8:51:42 PM ID: 38733114-30f8-4101-878c-fa63d1166f26		
Hyder Lalani dannylalani@gmail.com Member Security Level: Email, Account Authentication (None)		Sent: 11/11/2024 2:43:25 PM
Electronic Record and Signature Disclosure: Accepted: 12/8/2023 7:27:28 AM ID: e5d5d160-83c7-42aa-ac88-168ea854a06b		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Yoko Ariza yariza@briskinlaw.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 5/9/2023 8:53:08 AM ID: a16f7f2f-186e-40a2-8522-9b452b96d630		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	11/6/2024 12:50:58 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Briskin, Cross Sanford, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact Briskin, Cross Sanford, LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: scourtney@briskinlaw.com

To advise Briskin, Cross Sanford, LLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at scourtney@briskinlaw.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Briskin, Cross Sanford, LLC

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

To withdraw your consent with Briskin, Cross Sanford, LLC

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

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to scourtney@briskinlaw.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Briskin, Cross Sanford, LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Briskin, Cross Sanford, LLC during the course of your relationship with Briskin, Cross Sanford, LLC.

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COMMERCIAL SUBLEASE AGREEMENT

THIS COMMERCIAL SUBLEASE AGREEMENT (this **"Lease"**) is made and entered as of the Effective Date by and between Landlord and Tenant.

ARTICLE 1
DEFINITIONS

As used in this Lease, the following terms shall have the respective meanings set forth in Article 1 below. Other terms are defined elsewhere in this Lease. If there are any conflicts between the terms in this Article 1 and the terms in the remainder of the Lease, the terms in this Article 1 shall govern and control.

Effective Date (also known as the date of this Lease):	**November 1, 2024**
Landlord:	HZ Properties & Marketing, LLC, **and/or assignees**
Lender:	Any person or entity which made or makes a loan to Landlord, secured by a Security Instrument
Tenant: Guarantor:	HMK EXPRESS LLC, **and/or assignees** Mohsin R Khan
Premises:	The term, "**Premises**" shall mean the Land, Improvements and Personalty, collectively and as such terms are defined below. "**Land**" means that certain lot, tract or parcel of land, bearing a street address of 1105 Gray Hwy, Macon, GA 31211 as more particularly described in **Exhibit A** attached hereto and made a part hereof, together with all of Landlord's easement rights and appurtenances thereto; "**Improvements**" mean all buildings (singularly or collectively, the **"Buildings"**), structures, improvements and fixtures now existing or hereafter situated on the Land, including without limitation, all canopies, lighting, electrical, mechanical, plumbing, heating, ventilation and air conditioning systems, underground storage tanks and system and motor fuel dispensers; "**Personalty**" means all equipment and other personal property owned by Landlord and situated on the Land, together with all additions and accessions thereto, substitutions therefor and replacements thereof permitted by this Lease.

Initial Term and Term:	The period of time commencing on the Effective Date of this Lease and terminating on the last day of the one hundred twenty (120) full calendar month following the Rent Commencement Date, unless this Lease shall sooner terminate or be extended as provided herein; provided, however, if the Rent Commencement Date is not the first day of a month, then the Initial Term shall commence on the Rent Commencement Date and shall continue for the balance of the month in which the Rent Commencement Date occurs and thereafter for the total number of months set forth above (the "**Initial Term**"). Upon Landlord's written request, Tenant shall

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	promptly execute and deliver to Landlord documentation confirming the date of Landlord's delivery of the Premises to Tenant, the Rent Commencement Date and Expiration Date of the Term of this Lease; provided, however, execution and delivery of such documentation shall in no event delay any such dates. Reference to the Term shall mean the Initial Term and Renewal Terms (if any and if applicable).

Lease Year:	"**Lease Year 1**" means the period beginning on the Rent Commencement Date and ending on the last day of the twelfth (12th) full calendar month thereafter; provided, however, if the Rent Commencement Date is not the first day of a month, then Lease Year 1 shall commence on the Rent Commencement Date and shall continue for the balance of the month in which the Rent Commencement Date occurs and for a period of 12 full calendar months thereafter. "**Lease Year**" means each successive twelve (12) month period after Lease Year 1 occurring during the Term.
Renewal Options and Renewal Terms (if any):	One Renewal Option(s) (being the **"Renewal Option"**), having a term of sixty (60) full calendar months (the **"Renewal Term"**). If the foregoing fill-ins are not completed or left blank, then there shall be no Renewal Option(s) and Renewal Term(s).
Renewal Notice Deadline:	Exercisable by written notice to Landlord not more than two hundred and forty (240) days, and not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or the immediately succeeding Renewal Term, as applicable.

Rent for Initial Term is $10,000 per month. The Rent shall increase Two percent (2%) annually to the Rent charged in the previous year for the entire Term, including any extensions and Renewal Terms of the Lease. Notwithstanding the foregoing, Tenant shall pay the amount of $5,500 per month from December 2024 through February 2025 and $7,500 per month for March 2025 through May 2025 for Lease Year 1.

Rent Commencement Date:	November 1, 2024
Expiration Date:	The last day in the last month of the Term or Renewal Term, as applicable

Late Charge:	5% of the unpaid Rent.

Additional Rent:	This Lease is NNN ("Triple Net"). NNN (Triple Net) includes property tax, property insurance, common area maintenance fees, amounts, costs, expenses, liabilities and obligations due to or incurred by Landlord as a result of or in connection with the exercise of any right of Landlord under this Lease or Tenant's failure to perform any obligation hereunder.

Estimated monthly Taxes for First 12	$1,072.00

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Months of the Initial Term:	

Permitted Use(s):	Use as a branded retail motor fuel outlet and convenience store, and for no other purpose or use whatsoever.
Tenant's Trade Name:	_____ and or the other brand name of the retail motor fuel sold at the Premises
Motor Fuel Supplier:	Kings Oil Company, LLC (or its successors or assigns)

Tenant's Address for Notices:	1105 Gray Hwy, Macon, GA 31211
Landlord's Address for Notices:	3172 Preservation Circle Lilburn, Georgia 30047

Rental Deposit: Tenant shall deposit with Landlord the first and last month's Rent in the amount of $24,824.32

Exhibits:	Exhibit A – Legal Description of Land Exhibit B - Special Stipulations Exhibit C—Personal Guaranty of Mohsin R. Khan The Exhibits enumerated above (if any) are made a part of this Lease.

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ARTICLE 2
TERMS AND CONDITIONS

1. DEMISE. Landlord, for and in consideration of the rents, covenants and other payments hereinafter to be paid, observed, performed and fulfilled by Tenant, has demised and leased to Tenant, and Tenant, by these presents, does hereby rent and take the Premises from Landlord, subject to any state of facts that an accurate survey and inspection would show; to zoning ordinances affecting the Premises, to general utility, sewer and drainage easements of record, and to other easements, restrictions and encumbrances appearing in the public records of the county where the Land is situated on the Effective Date, to have and to hold for the Term.

2. TERM; ACCEPTANCE OF PREMISES. The Term of this Lease shall be effective on the Effective Date and continues thereafter through and until 11:59 p.m. on the Expiration Date. Tenant shall have and hold the Premises for the Term, unless sooner terminated or extended as hereinafter provided. Tenant takes and accepts the Premises upon the terms and conditions herein contained and in its present condition and **AS IS, WHERE IS, WITH ALL FAULTS CONDITION**, and hereby stipulates that the Premises are suited for the use intended by Tenant, except as may be otherwise expressly provided in this Lease. Tenant agrees that Landlord has made no representations and/or warranties, express or implied, with respect to the Premises; that it has examined the Premises and is fully satisfied with the condition thereof, including but not limited to the economic viability, profitability or business potential of the business thereon; and that it is solely relying on the results of its own investigation relative to the entry of this Lease.

3. RENT. During the Term, Tenant covenants and agrees to pay to Landlord, without notice, demand, setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense, the sums designated as Rent for the respective periods, as set forth in Article 1. This Lease is a "net, net, net" (a.k.a. "triple net") Lease. In addition to Rent under Article I, Tenant shall pay when due, without demand, deduction, setoff, or counterclaim (including any interest, late fees or penalties due) all of which shall be included in the term Additional Rent including but not limited to:

(a) All utility charges and other expenses incurred in the operation of the Property, including water and sewer charges;

(b) All taxes, fees, and charges imposed by governmental authority on the Property or its use or the Lease, including use and occupancy taxes, business use taxes and license fees and including real property taxes on the land, buildings and other improvements; and

(c) The cost of fire and extended coverage insurance in an amount sufficient to cover the full replacement cost of the building(s) and other improvements on the Property.

Tenant shall also pay when due, all taxes, fees, and charges imposed by governmental authority relating to the Businesses, including those measured by income, as well as sales and use and personal property taxes on Tenant's personal property. References to **"Rent"** shall mean the sums designated as Base Rent and Additional Rent. Rent shall be paid in lawful money of the United States, at Landlord's Address for Notices; provided, however, Landlord reserves the right to collect Rent by electronic means, including electronic funds transfer or ACH or by online (Web-based) means, and Tenant hereby covenants and agrees, from time to time, to execute any and all documents required to facilitate payment by such means. Tenant shall commence payment of Rent on the Rent Commencement Date. Unless otherwise provided by this Lease, all amounts due from Tenant to Landlord for Rent shall be payable by the third (3rd) calendar day of each and every calendar month hereunder, in advance; provided, however, Rent shall be prorated for a partial month. It shall be Tenant's responsibility to ensure that Rent payments are received by Landlord on or before the date when such payments are due. Payments that are mailed are done so at Tenant's sole risk and, regardless of when a payment is mailed, payment shall not be deemed received by Landlord until the payment is actually in Landlord's possession. If Landlord fails to receive all or any portion of Rent by its due date, Tenant shall pay a Late Charge to Landlord, as Additional Rent, such amount being an administrative charge payable to Landlord to handle the additional costs incurred by Landlord in connection with such late payment, together with interest on the amount of Rent due at the rate of One and One-Half Percent (1.50%) per month (the **"Default Rate"**), calculated from the due date of the delinquent Rent through the date of payment thereof. Nothing in this Section 3 shall authorize Tenant to pay Rent later than the due date, and acceptance of a late charge or interest shall not constitute a waiver of Tenant's default with respect to the overdue amount nor prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Lease, at law or in equity. Should Landlord, at its option, either extend the time of payment or accept partial Rent payment due, neither of such actions shall prejudice Landlord's right to subsequently insist upon Tenant's strict compliance with the requirements hereof, and Landlord's acceptance of any

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partial Rent payment shall be without prejudice to Landlord's right to recover the balance of Rent then owing or to pursue any remedy provided for in this Lease. Should Tenant present a check to Landlord that is returned by Tenant's bank for any reason or should an electronic payment not clear, post or be valid for any reason, Tenant agrees to pay Landlord, on demand, a service charge equal to $1,000 plus an amount equal to any bank fee charged to Landlord.

4. UTILITIES. During the Lease Term, Tenant shall open its own accounts for utilities serving the Premises. Tenant shall bear and pay all utility bills, including, but not limited to gas, electricity, water, sewer, sanitation, fuel, telephone, internet, and all other utilities required by Tenant for the Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection, other sanitary services, or other amounts due, Landlord may pay same and such payment may be added to the following months' rent. Tenant shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits, or other facilities by which such utilities are supplied to, distributed in or serve the Premises. Landlord shall not be liable for any interruptions in utility services, which are due to fire, accident, strike, acts of God, or other causes beyond the reasonable control of Landlord.

5. USE OF PREMISES. Premises shall be used for the Permitted Use(s) and no other. The Premises shall not be used for any illegal purposes, or in any manner to create any nuisance or trespass, or in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant covenants and agrees that it will not use, or suffer, or permit any person, firm or entity to use the Premises or any portion thereof in violation of the laws of the Governmental Authorities (as defined in Section 31 hereof). Tenant agrees to keep the Premises open on days and at hours reasonably customary for the Permitted Use(s) in the county where the Premises are located and in any event subject to, and in compliance with, the requirements and rules of the Motor Fuel Supplier and motor fuel brand, will operate Premises under Tenant's Trade Name, and will keep the Premises fully-stocked with merchandise with an adequate supply of merchandise and products for sale to the general public. Tenant, at Tenant's expense, shall be responsible to procure and maintain all state and local licenses and permits that may be required for Tenant to operate the Premises for the Permitted Use(s). Tenant shall not at any time abandon the Premises but shall in good faith continuously throughout the Term of this Lease conduct and carry on in the Premises the type of business for which the Premises are leased. Tenant shall operate its business in a high class and reputable manner, so as to maintain a character in keeping with the area surrounding the Premises. This Lease shall be deemed and construed to be a "triple net lease" and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder. Landlord reserves the right to promulgate reasonable rules and regulations, as in its judgment may, from time to time, be needed for safety, care and cleanliness of the Premises, and for the preservation of good order therein. Such rules and regulations shall be effective upon notice to Tenant.

Use of Technology. Tenant shall use such electronic software reporting systems for conducting market surveys, electronic measurement, tracking, and reporting of fuel and merchandise sales and all other sales conducted at the Premises as directed by Landlord, including but not limited to, Black Box, Opis, JBOX, Wireless Guardian, and Price Advantage technology ("Reporting Systems"). Tenant shall be responsible for all applicable monthly charges and fees for the use of such Reporting Systems, with such monthly charges and expenses to be paid via electronic transfers (EFT/ACH) from Tenant's account, and Tenant agrees, further, to defend indemnify and hold Landlord, its subsidiaries, divisions, affiliates, tenants and employees harmless from any and all claims,, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the use of such Reporting Systems.

6. CARE OF THE PREMISES. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligation to inspect said Premises. Tenant acknowledges that Tenant has had the right to inspect the Premises, including all equipment located thereon. Tenant accepts the same in their present condition as suited for the intended use by Tenant AS IS, WITHOUT WARRANTY. During the Term, Tenant shall, at Tenant's sole cost and expense, maintain in good order and repair the leased Premises, and all equipment, fixtures and other improvements located upon the Premises. Tenant further agrees to maintain the grounds around the building, including the mowing of grass, care of shrubs, and general landscaping. Additionally, Tenant shall be responsible for repairs to the roof, foundation, exterior walls, underground utility, and sewer pipes. Tenant agrees to return the Premises and all equipment, fixtures, and other improvements to Landlord, at the expiration or prior to the termination of this Lease, in as good condition and repair as when first received, natural wear and tear and acts of God excepted. Tenant understands that Tenant is

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responsible for any replacement and upgrade to any equipment upon the Premises and any related costs and/or expenses shall be borne by Tenant. Should the Tenant put in place or replace a fixture, the Tenant agrees that any fixture put in place or replaced by the Tenant shall become part of the Premises. Further, Tenant shall not be entitled to any renumeration or payment for any fixture Tenant puts in place or replaces, unless otherwise agreed to in writing. **Repairs and Maintenance by Landlord**. It is acknowledged that the intent of this paragraph is for the Landlord to have **NO** duty to repair or maintain any portion of the Premises, equipment, fixtures, or other improvements located thereon whatsoever. All costs of repairs and maintenance shall be borne by Tenant, at Tenants sole expense.

Environmental Management and Inspection Fees. Tenant shall keep in good repair the underground gasoline storage tanks and underground fuel lines. Tenant shall also pay for its monthly environmental management consulting fees during the Term and any extended term of this Lease. Tenant shall select an environmental firm of its choosing, and nothing contained herein shall be deemed to prohibit Tenant from selecting any qualified environmental management company to perform environmental management services for Tenant in regard to the Premises, at a cost that is usual and customary in the industry. Landlord shall be under no obligation to inspect the Premises. Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term of the Lease but not for any matters arising before the inception hereof.

Further, if applicable, Tenant agrees to participate in the applicable state's Petroleum Storage Tank Trust Fund and take all actions necessary to maintain eligibility thereunder. Tenant shall be liable for the deductible under the applicable state's Storage Tank Trust Fund should a release occur, unless such release is caused by the failure of Landlord to keep the underground gasoline storage tanks and underground fuel lines in good repair, as provided herein.

Tenant agrees to inspect the Premises, including any and all underground gasoline storage tanks and underground fuel lines prior to taking possession of the Premises. After the Tenant inspects the underground gasoline storage tanks and underground fuel lines, the Tenant shall forward any and all inspection reports related to the underground gasoline storage tanks and underground fuel lines to the Landlord. Failure to do so will create an irrebuttable presumption that the underground gasoline storage tanks and underground fuel lines were in good repair when the Tenant took possession of the Premises.

Record Keeping. Tenant agrees to provide to Landlord upon demand, or at a minimum, at least annually, copies of all leak detection or other compliance records. Tenant shall maintain such records for a minimum of three (3) years. Failure to do so will create an irrebuttable presumption that the underground gasoline storage tanks and underground fuel lines were properly maintained by the Landlord at all relevant times. Further, Tenant shall provide to Landlord a monthly sales revenue report each quarter. The monthly sales revenue report shall be due to the Landlord on the 10th day of the month following the end of each quarter. The report shall be in a form acceptable to the Landlord, determined at the sole discretion of the Landlord.

7. ALTERATIONS. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free from any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions, or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Location to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

8. TAXES. Tenant as part of the Additional Rent due to Landlord shall pay all Taxes relating to the Premises to the Landlord on a monthly basis, with one/twelfth (1/12) of the total amount of annual taxes (based on the immediately prior tax year), and Landlord shall make the payments to the taxing agencies when such payments are due. Landlord shall give the Tenant a notice annually stating the amount of monthly tax payments payable to Landlord under this Section. "Taxes" means all federal, state, local, governmental, special district and special service area taxes, charges, assessments and any other government charges, surcharges and levies, general and special, ordinary or extraordinary,

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including business license fees or charges (including interest thereon whenever same may be payable in installments) which Landlord shall pay or be obligated to pay arising out of the use, occupancy, management, repair or replacement of the Premises, any appurtenance thereto or any property, fixtures or equipment thereon.
(collectively, the **"Taxes"**).

9. INSURANCE. Tenant shall, during the Term of this Lease, and at Tenant's expense, maintain in full force and effect: (a) All risk property insurance covering (i) the Improvements and Personalty, and all building materials and other property which constitute part of the Premises, and (ii) Tenant's trade fixtures, signs, inventory and supplies, furniture, equipment, and improvements and betterments installed by Tenant, all amounts not less than one hundred percent (100%) of the full replacement value thereof (as reasonably determined by Landlord); (b) Contractual and comprehensive commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises, which insurance shall be written on a so-called occurrence basis, and shall provide minimum protection with a combined single limit in an amount not less than Two Million and No/100 Dollars ($2,000,000.00) for any one occurrence, and such insurance shall have a deductible of not greater than Five Thousand and No/100 Dollars ($5,000.00); (c) Business interruption and loss of rent insurance in amounts sufficient to compensate Landlord for all Base Rent, Additional Rent and other amounts payable hereunder for a period of not less than twelve (12) months, the amount of such coverage to be adjusted annually to reflect the Base Rent, Additional Rent and other amounts payable during the succeeding twelve (12) month period; (d) Liability insurance which shall include coverage for all liabilities arising out of the dispensing or selling of alcoholic beverages imposed under any laws, including, without limitation a "dram shop" or alcoholic beverage control act.; and (e) Such additional and/or other insurance coverage, endorsements, or deductibles with respect to the Premises and in such amounts as reasonably requested by Landlord or its Lender. Every insurance policy maintained pursuant to this Lease shall (a) provide that the issuer waives all rights of subrogation against Landlord, any successor to Landlord's interests in the Premises and Landlord's Lender, and (b) provide that thirty (30) days' advance notice of cancellation, modification, termination or lapse of coverage shall be given to Landlord and Landlord's Lender and that such insurance, as to the interest of Landlord and Landlord's Lender, shall not be invalidated by any act or neglect of Landlord, Landlord's Lender, Tenant or any party, nor by any foreclosure or any other proceedings relating to the Premises, nor by any change in the title ownership of the Premises, nor by use or occupation of the Premises for purposes more hazardous than are permitted by such policy, and (c) be primary and without right or provision of contribution as to any other insurance carried by Landlord or any other interested party. The insurance required by this Section 9 shall be written by companies and agencies reasonably satisfactory to Landlord. All policies of property insurance provided for herein shall name the Landlord and the Landlord's Lender (if any), as loss payee and additional insured, as their interest may appear, and all liability policies shall name the Landlord, the Landlord's Lender (if any) as additional insured, as their respective interests may appear.

10. DESTRUCTION OF OR DAMAGE TO PREMISES. If the Premises are totally destroyed by storm, fire not caused by the Tenant, lightning, earthquake, or other casualty not caused by the Tenant, this Lease shall terminate. If the Premises are not totally destroyed, Landlord and Tenant shall cooperate to submit the damage claim to the insurance provider provided that such casualty was not caused by the actions or inaction of Tenant. If the insurance company approves the claim but in the event that (a) the insurance proceeds payable in connection with such damage and destruction shall be insufficient to make such restoration, (b) the Premises shall be destroyed or substantially damaged by casualty not covered by standard fire or extended coverage insurance, (c) the Buildings at the Premises shall be destroyed or rendered untenantable by any casualty to the extent of at least fifty percent (50%) of the gross rental area of the Buildings, as determined by Landlord, (d) Landlord shall not have actual and unconditional receipt of the insurance proceeds payable in connection with such damage and destruction, (e) the holder of any Security Instrument require that such proceeds shall be applied against any indebtedness owed to such holder, Landlord may elect to terminate this Lease by giving notice to Tenant within ninety (90) days after the occurrence of such casualty. In the event the Premises are partially or totally damaged or destroyed by a casualty at any time during the last two (2) years of the Initial Term, or within two (2) years before the expiration of any Renewal Term, Landlord may elect to terminate this Lease by giving notice to Tenant within ninety (90) days after the occurrence of such casualty. Rent shall be adjusted as of the date of such termination. Landlord's obligation to rebuild or repair the Premises under this Section 10 shall in any event be limited to restoring the Premises to substantially the condition in which the same existed prior to the casualty, and Tenant agrees that promptly after the completion of such work by Landlord, Tenant will proceed with reasonable diligence and at its sole cost and expense to restore all alterations, additions and improvements done by Tenant within the Premises to substantially the condition in which the same existed prior to the casualty. Notwithstanding any of the provisions herein to the contrary, Landlord shall have no obligation to rebuild

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the Premises or the Improvements and may, at its option, terminate this Lease, unless the damage or destruction is a result of a casualty covered by an insurance policy and the proceeds from the insurance are made available to Landlord for rebuilding. All of the insurance proceeds, excluding proceeds for Tenant's trade fixtures, merchandise, signs and other personal property, shall be retained by and be the property of Landlord. Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent practicable. During the period from the occurrence of a casualty until Landlord's repairs are completed, the Base Rent and Additional Rent shall not abate. Tenant shall not be entitled to and hereby waives, releases, and relinquishes any and all claims against Landlord for any compensation or damage for loss of use of all or any part of the Premises or for any inconvenience or annoyance occasioned by any such damage, destruction, repair, or restoration of the Premises.

11. CONDEMNATION. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased (as reasonably determined by Landlord), are condemned by any legally constituted authority for any public use or purpose, then, in either of said events, the Term of this Lease shall cease from the date when possession thereof is taken by public authorities, and Rent and Additional Rent shall be accounted for as between Landlord and Tenant as of said date. If such partial taking is not extensive enough to render the Premises unusable for the purposes herein leased (as reasonably determined by Landlord), then this Lease shall continue in effect, except that the Base Rent shall be reduced in the same proportion that the leasable floor area of the Premises taken bears to the original leasable floor area leased and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the Premises, but such work shall not exceed the scope of work in originally constructing the Premises, nor shall Landlord, in any event, be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. Tenant hereby irrevocably assigns to Landlord, any award or payment in respect of any condemnation; provided, that (except as hereinafter provided) nothing in this Lease shall be deemed to assign to Landlord any award relating to the taking of Tenant's own tangible property and damages for Tenant's loss of business, business interruption, or removal and relocation or any award or payment on account of the Tenant's moving expenses and out-of-pocket expenses incidental to the move, if available, to the extent Tenant shall have a right to make a separate claim therefor against the condemnor, it being agreed, however, that Tenant shall in no event be entitled to any payment that reduces the award to which Landlord is or would be entitled for the condemnation of Landlord's interest in the Premises or for the taking of all or part of the fee simple estate.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not, without the prior written consent of Landlord, assign this Lease or any interest herein or in the Premises, or mortgage, pledge, encumber, hypothecate or otherwise transfer or sublet the Premises or any part thereof or permit the use of the Premises by any party other than Tenant. Upon any request to assign or sublet, Tenant will pay to Landlord the assignment/subletting fee in the amount of $2,500 which shall include all of Landlord's costs, including attorney's fees regardless of whether Landlord shall consent to, refuse consent, or determine that Landlord's consent is not required for, such assignment or sublease. Any purported sale, assignment, mortgage, transfer of this Lease or subletting which does not comply with the provisions of this Article 12 shall be void. Consent to one or more such transfers or subleases shall not destroy or waive this provision, and all subsequent transfers and subleases shall likewise be made only upon obtaining the prior written consent of Landlord. Sublessees, assignees or transferees of the Premises for the balance of the Lease Term shall become directly liable to Landlord for all obligations of Tenant hereunder. If Tenant is a partnership or limited liability company, a withdrawal or change, whether voluntary, involuntary or by operation of law, of partners or members owning a controlling interest in the Tenant shall be deemed a voluntary assignment of this Lease and subject to the forgoing provisions. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer of a controlling interest in the capital stock of Tenant, whether in a single transaction or in a series of transactions, shall be deemed a voluntary assignment of this Lease and subject to the foregoing provisions. Landlord may, as a prior condition to considering any request for consent to an assignment or sublease, require Tenant to obtain and submit current financial statements of any proposed subtenant or assignee and such other financial documentation relative to the proposed subtenant or assignee as Landlord may reasonably require. In the event Landlord consents to an assignment or sublease, Tenant shall pay to the Landlord a fee to cover Landlord's accounting costs plus any legal fees incurred by Landlord as a result of the assignment or sublease. The consent of Landlord to any proposed assignment or sublease may be withheld by Landlord in its sole and absolute discretion. Should the Landlord consent to the assignment and Tenant and the assignee of Tenant comply with all conditions of the assignment which may include but is not limited to payment of all back owed rent and other fees and charges and an additional security deposit from the assignee or subtenant as a condition of its consent, then Tenant and any existing Guarantor shall be released from all liability and obligations under the Lease.

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Any consideration, in excess of the Rent and other charges and sums due and payable by Tenant under this Lease, paid to Tenant by any assignee of this Lease for its assignment, or by any sublessee under or in connection with its sublease, or otherwise paid to Tenant by another party for use and occupancy of the Demised Premises or any portion thereof, shall be promptly remitted by Tenant to Landlord as additional rent hereunder and Tenant shall have no right or claim thereto as against Landlord. No assignment of this Lease consented to by Landlord shall be effective unless and until Landlord shall receive an original assignment and assumption agreement, in form and substance satisfactory to Landlord, signed by Tenant and Tenant's proposed assignee, whereby the assignee assumes due performance of this Lease to be done and performed for the balance of the then remaining Lease Term of this Lease.

13. FUEL SUPPLY AGREEMENT AND DEPOSIT: Tenant shall assume the existing fuel supply agreement and pay all costs associated with the assumption. Tenant shall also deposit with Landlord $25,000 for the Wholesale Fuel Supply Agreement which Tenant shall enter with Kings Oil Company, LLC.

14. EVENTS OF DEFAULT.

(a) The occurrence of any one or more of the following events during the Term of this Lease shall constitute an event of default under this Lease on the part of the Tenant: (i) If the Base Rent or any part thereof, or any sum of money due or payable as Rent or Additional Rent under the provisions of this Lease, shall not be paid on any day whereon such payment is due and such default shall continue for a period of five (5) calendar days after notice of default; (ii) Tenant fails to be open for business as required by this Lease, or vacates or abandons the Premises; (iii) the estate created in Tenant or any Guarantor hereof is taken in execution or by other process of law, or all or a substantial part of the assets of Tenant or any Guarantor hereof is placed in the hands of a liquidator, receiver or trustee (and such receivership or trusteeship or liquidation, or Tenant or any such Guarantor makes an assignment for the benefit of creditors, or admits in writing that it cannot meet its obligations as such obligations become due, or is adjudicated a bankrupt, or Tenant or any such Guarantor institutes any proceedings under any federal or state insolvency or bankruptcy law, or under any other act relating to the subject of bankruptcy wherein Tenant or any such Guarantor seeks to be adjudicated as bankrupt, or to be discharged of its debts, or to effect a plan of liquidation, composition or reorganization, or should any involuntary proceedings be filed against Tenant or any such Guarantor under any such insolvency or bankruptcy law or if the Tenant enters into any agreement whereby the Rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred. If any insolvency proceedings, such as those referred to in this Section 14, are instituted against Tenant, the Premises shall not become an asset in any such proceedings; (iv) a lien is filed against the real property an di snot removed within ten (10) days after request by Landlord; or (v) If Tenant violates or is in default of any other agreements between Landlord and Tenant the Tenant shall be in default of this Lease. Except for events enumerated in the other subsections below of this Section 14, Tenant fails in the observance or performance of any of its other covenants, agreements or conditions provided for in this Lease, and said failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant, unless such failure cannot reasonably be cured within ten (10) days and Tenant shall have commenced to cure said failure within said ten (10) days and continues diligently to pursue the curing of the same, which cure shall occur no later than sixty (60) days from the date of such notice from Landlord.

(b) Notwithstanding the foregoing provisions of Section 14(a), if a default by Tenant occurs two (2) or more times in any Lease Year, then, notwithstanding that each of such defaults have been cured by Tenant within the period for cure (if any) allowed in the Lease, any future default within such Lease Year shall be deemed an event of default without Landlord being required to give any further notice and opportunity to cure.

15. REMEDIES UPON DEFAULT.

(a) Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following rights and remedies without any notice or demand whatsoever except as otherwise indicated below:

(i) terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant immediately shall surrender the Premises to Landlord on the date specified in such notice; and/or

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(ii) terminate Tenant's right of possession, without terminating this Lease, and Landlord may, as agent for Tenant, enter into and upon the Premises and take possession thereof, and Landlord may rent the Premises upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Upon each such reletting, all rents received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any Rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of Rent and any other charges and sums then due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord to the extent of and for application in payment of future sums as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord; and/or

(iii) terminate Tenant's right of possession, without terminating this Lease, and Landlord may, as agent for Tenant, enter into and upon the Premises, by force if necessary, and, at Landlord's election, under any available process, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant shall pay Landlord promptly upon invoice any expenses, including attorney's fees, which Landlord incurs in thus effecting compliance with Tenant's obligations under this Lease, but Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise. No such entry or action by Landlord shall relieve Tenant of the liability for Rent or other sums then accrued or which thereafter accrue; and/or

(iv) terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's event of default, including, without limitation, a sum which, at the date of such termination represents the present value (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds) of the excess, if any, of (A) the Rent and all other charges and sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date of termination of the Lease Term over (B) the aggregate reasonable rental value of the Premises for the same period, all of which present value of such excess sum shall be deemed immediately due and payable. In determining the aggregate reasonable rental value pursuant to item (B) above, the parties hereby agree that all relevant factors shall be considered as of the time Landlord seeks to enforce such remedy, including, but not limited to, (A) the length of time remaining in the Term of the Lease, (B) the then-current market conditions in the general area in which the Premises are located, (C) the likelihood of reletting the Premises for a period of time equal to the remainder of the Term of the Lease, (D) the net effective rental rates (taking into account all concessions) then being obtained for space of similar type and size in similar type buildings in the general area in which the Premises are located, (E) the vacancy levels in comparable quality buildings in the general area in which the Building is located, (F) the anticipated duration of the period the Premises will be unoccupied prior to reletting, (G) the anticipated cost of reletting, and (H) the current levels of new construction that will be completed during the remainder of the Term of the Lease and the degree to which such new construction will likely affect vacancy rates and rental rates in comparable quality buildings in the general area in which the Premises are located. Such payment shall be and constitute Landlord's liquidated damages, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with O.C.G.A. §13-6-7; and/or

(v) pursue any and all other remedies provided or permitted by law or equity, including but not limited to a dispossessory or eviction; all remedies being cumulative.

(b) Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

(c) Tenant hereby appoints as its agent to receive service of all dispossessory or distraint proceedings, together with notices thereunder, the person in charge of the Premises at the time, or occupying the Premises, and if no person is then in charge of or occupying the Premises, then such service or notice may be made by attaching the same to the main entrance of the Premises, provided that a copy of any such proceedings or notice shall be sent to Tenant in the manner provided for notices hereunder, at the address for notices to Tenant in Article 1.

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(d) Any actual costs and expenses incurred by Landlord (including, without limitation, its actual attorneys' fees) in enforcing any of its rights or remedies under this Lease shall be repaid to Landlord by Tenant upon ten (10) days written notice from Landlord. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Rent for the period prior to termination thereof.

16. SIGNAGE. Tenant shall not install, paint, display, inscribe, place, or affix any sign, picture, advertisement, notice, lettering, or direction ("Signs") on the exterior of the Premises, the common areas of the building upon the Premises, the interior surface of glass and any other location which could be visible from outside of the Premises without first securing written consent from Landlord therefore. Any Signs permitted by Landlord shall, conform with all municipal ordinances or other laws, rules, regulations, deed restrictions, and protective covenants applicable to the Premises. Tenant shall remove all Signs at the expiration or other termination of this Lease, at Tenant's sole risk and expense, and shall in a good and work-man like manner properly repair any damage caused by the installation, existence, or removal of Tenant's Signs. Tenant will, at its sole cost and expense, maintain such sign, banner, decoration, lettering, advertising matter or other thing as may be permitted hereunder in good condition and repair at all times, and be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to such removal.

17. LANDLORD'S RIGHT OF ENTRY. Landlord shall retain duplicate keys to all doors of the Premises and shall have the right to enter the Premises at reasonable hours to inspect and examine same, to make repairs, additions, alterations, and improvements, to exhibit the Premises to Lenders, prospective Lenders, purchasers or tenants (with respect to tenants, only during the last six (6) months of the Term), and to inspect the Premises to ascertain that Tenant is complying with all of its covenants and obligations hereunder, all without being liable to Tenant in any manner whatsoever for any damages arising therefrom unless such damages are a direct result of Landlord's gross negligence or willful misconduct. During the one hundred and eighty (180) days prior to the expiration or earlier termination of the Lease Term, Landlord may place a "For Lease" or like sign at the Premises.

18. SUBORDINATION AND ATTORNMENT; ESTOPPEL CERTIFICATE. Tenant agrees that this Lease shall remain subject and subordinate to all Security Instruments and the lien and security interest created thereby and the indebtedness owed to the Lender. The terms of this provision shall be self-operative and no further instrument of subordination shall be required by any Lender or Security Instrument, and Tenant shall promptly execute and deliver to Landlord such certificate or instrument in writing as Landlord may request, showing the subordination of the Lease to such Security Instrument. If the holder of any Security Instrument shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease, then, at the option of such holder, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease and shall promptly execute and deliver any reasonable instrument that may be necessary to evidence such attornment. Tenant shall upon request by Landlord, at any time and from time to time, execute, acknowledge and deliver to Landlord a written statement certifying as follows: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); (c) the date to which any Rent and other charges have been paid in advance, if any; and (d) such other matters as may reasonably be requested by the party requesting the certificate, without requiring Landlord to make alterations or improvements to the Premises or modifications to the Lease. Any such statements may be relied upon by Lender, the recipient of such statements or their assignees or by any prospective purchaser, assignee or subtenant of the Premises.

19. QUIET ENJOYMENT; LANDLORD'S RIGHT TO CONVEY; SURVIVAL. This Lease shall create the relationship of landlord and tenant between the parties hereto. No estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's prior, written consent, which consent may be granted, denied, withheld or conditioned by Landlord in its sole and absolute discretion. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease Term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Landlord shall be entitled to convey and otherwise dispose of the Premises and its entire interest under this Lease, at any time, and thereafter shall not be subject to any liability resulting from any act or omission or event occurring on or after such conveyance, provided that the purchaser, in connection with such conveyance, expressly assumes Landlord's agreements and covenants under this Lease accruing on or after the effective date of the conveyance. The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing or in order to perform any act

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after the expiration or earlier termination of this Lease, including but not limited to the obligations to indemnify under this Lease, shall survive the expiration or earlier termination of the Term, notwithstanding the lack of presence of any express term or provision to that effect.

20. HOLDING OVER. If Tenant remains in possession after expiration or termination of the Lease Term with or without Landlord's written consent, Tenant shall become a tenant-at-sufferance, and there shall be no renewal of this Lease by operation of law. During the period of any such holding over, all provisions of this Lease (other than such provisions relating to the Lease Term and any renewal or extension thereof) shall be and remain in effect except that the monthly rental shall be one hundred and fifty percent (150.00%) the amount of Rent (including any adjustments as provided herein) payable for the last full calendar month of the Lease Term including renewals or extensions. The inclusion of the preceding sentence in this Lease shall not be construed as Landlord's consent for Tenant to hold over.

21. ATTORNEY'S FEES. If, because of any default in Tenant's obligations hereunder or if an event of default occurs hereunder, Landlord shall employ an attorney to enforce or defend any of the Landlord's rights or remedies hereunder, Tenant agrees to pay Landlord's actual legal fees and out of pocket expenses, including but not limited to filing fees and court costs, incurred by Landlord.

22. BROKER'S COMMISSION. Tenant and Landlord each represents and warrants to the other that no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Lease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any such person or entity.

23. ENVIRONMENTAL COMPLIANCE. The term **"Hazardous Materials"** shall include, without limitation, any material, waste or substance which is (i) included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in or pursuant to any laws, or subject to regulation under any law; or (ii) explosive, radioactive, asbestos, asbestos-containing materials, lead-based paint, polychlorinated biphenyls, petroleum or a petroleum product or waste oil. The term **"Environmental Laws"** shall include all laws pertaining to health, industrial hygiene, Hazardous Materials or the environment. Tenant shall maintain at Tenant's expense, insurance pursuant to the Georgia Underground Storage Tank Act (GUST). Tenant shall at all times abide by and comply with the Environmental Laws of any Governmental Authorities having jurisdiction over underground motor fuel storage tanks at the Premises. Tenant shall test the underground fuel storage tanks, leak detectors, lines and dispensers as frequently as required by the Environmental Laws and in no event less than once each year pursuant to one of the approved methods of testing set forth in the Environmental Laws.

24. INSOLVENCY. If Tenant becomes a debtor under Chapter 7 of the Bankruptcy Code ("Code") or a petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11, 12, or 13 of the Code, or a proceeding is filed under Chapter 7 and is converted to Chapters 11, 12, or 13, the Trustee or Tenant, as debtor or debtor-in-possession, may not elect to assume this Lease unless, at the time of the assumption, the Trustee or Tenant has:

(a) Cured any existing default or provided Landlord "Adequate Assurance" (as defined below) that:

(i) Within ten (10) days from the date of the assumption, the Trustee or Tenant will cure all monetary defaults under this Lease and compensate Landlord for any actual pecuniary loss resulting from any existing default, including without limitation, Landlord's reasonable costs, expenses, accrued interest and attorneys' fees incurred as a result of the default;

(ii) Within thirty (30) days from the date of the assumption, the Trustee or Tenant will cure all non-monetary defaults under this Lease; and

(iii) The assumption will be subject to all of the provisions of this Lease.

(b) For purposes of this Section 13.1, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum, "Adequate Assurance" shall mean:

(i) The Trustee or Tenant has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or

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Tenant will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep all of the Property stocked with merchandise and properly staffed with sufficient employees to conduct a fully-operational, actively promoted business on all of the Property;

(ii) The Bankruptcy Court shall have entered an order segregating sufficient cash payable to Landlord, or the Trustee or Tenant shall have granted a valid and perfected first lien and security interest or mortgage in property of Trustee or Tenant acceptable as to value and kind to Landlord, to secure the obligation of the Trustee or Tenant to cure the monetary and non-monetary defaults under this Lease within the time periods set forth above; and

(iii) The Trustee or Tenant, at a minimum, shall deposit a sum equal to one month's rent to be held by Landlord (without any allowance for interest thereon) to secure Tenant's future performance under the Lease.

If the Trustee or Tenant has assumed the Lease pursuant to the provisions of this section for the purpose of assigning Tenant's interest hereunder to any other person or entity, Tenant's interest may be assigned only after the Trustee, Tenant or the proposed assignee shall have complied with all of the terms, covenants and conditions of this Lease, including, without limitation, those provisions on Additional Rent and the use of the Property only as permitted herein; Landlord and Tenant acknowledge that such terms, covenants and conditions are commercially reasonable in the context of a bankruptcy proceeding of Tenant. Any person or entity to which this Lease is assigned pursuant to the provisions of the Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of the assignment. Any such assignee shall upon request execute and deliver to Landlord an instrument confirming the assignment.

25. GOVERNING LAW, VENUE AND JURISDICTION. This Lease shall be governed by and construed in accordance with the laws of the State of Georgia. No conflicts of law rules of any state or country (including, without limitation, State of Georgia conflicts of law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than the State of Georgia. For the purposes of any suit, action or proceeding involving this Lease, the parties hereby expressly submit to the jurisdiction of all federal and state courts sitting within the confines of the Northern District of Georgia (the "**Venue Area**") and consent that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed. The parties agree that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding commenced by either or both of said parties. In furtherance of such agreement, the parties agree upon the request of any party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction. Landlord and Tenant hereby irrevocably waive any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Lease brought in any federal or state court sitting within the confines of the Venue Area and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

26. NOTICES. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given pursuant to the provisions of this Lease (**"notice**" or "**notices**") shall be in writing and shall be deemed to have been given, for all purposes (i) three (3) days after having been placed in the United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party; (ii) on the date of hand delivery by commercial courier service; or (iii) one (1) day after having been deposited with FedEx or UPS or other nationally recognized express courier service, for next business day delivery. Notices shall be given to the parties, respectively, to the addresses set forth in Article 1 above. Any party may substitute its address by giving ten (10) days' prior notice to the other party in the manner provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Refusal, rejection, or return of any notice otherwise properly delivered shall be deemed to constitute delivery of such notice. Any notice may be given on behalf of any party by its counsel.

27. ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT. This Lease and the exhibits and attachments contain the entire agreement of the parties and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and

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signed by Landlord and Tenant. It is understood and agreed that all the covenants, agreements, terms, conditions, provisions and undertakings in this Agreement or in any renewals thereof contained, shall extend to and be binding upon the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto, the same as if they were in every case named and expressed.

28. RIGHTS CUMULATIVE; SEVERABILITY; TIME OF THE ESSENCE. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given as a matter of laws. If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws of any Governmental Authorities, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby, unless the amount of Rent payable hereunder is thereby decreased, in which event Landlord may terminate this Lease. Time is of the essence of this Lease.

29. WAIVER OF RIGHTS; NO RECORDATION; COUNTERPARTS. No failure of Landlord to exercise any power given Landlord hereunder or to upon strict compliance by Tenant of its obligations 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. Neither this Lease nor any memorandum hereof may be recorded without the Landlord's prior, written consent, which consent may be granted, denied, withheld or conditioned by Landlord in its sole and absolute discretion. This Lease may be executed in multiple facsimiles, photocopy, PDFs, electronic and/or original counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

30. LIMITATIONS ON LANDLORD'S LIABILITY. Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Premises and any judgments rendered against Landlord shall be satisfied solely out of Landlord's interest in the Premises. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Premises and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any Lender.

31. DEFINITIONS. The term, **"Landlord"**, as used in this Lease, shall include the undersigned, its heirs, executors, legal representatives, assigns and successors-in-title to the Premises. The term, **"Tenant"**, shall include the undersigned and its heirs, executors, legal representatives and successors, and if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or subtenants as to the Premises covered by such assignment or sublease. In the event that there is more than one entity or person, which are Tenant to this Lease, then any reference to Tenant shall refer, jointly and severally, to such entities or persons. The terms, "**Landlord**" and "**Tenant**", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. The term **"law"** or **"laws"** shall mean any present and future laws, constitution, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, even if unforeseen or extraordinary of any Governmental Authorities. The term, **"Governmental Authorities"**, means any federal, state, county, municipal or other government or governmental or regulatory arbitrator, board, body, commission, court, instrumentality, or other administrative, judicial, quasi-governmental or quasi-judicial tribunal, authority or agency of competent authority that has jurisdiction or authority over the Premises. Further, references to **"person"** or **"persons"** in this Lease shall mean and include any natural person and any corporation, partnership, joint venture, limited liability company, trust or other entity whatsoever. Whenever the singular number is used in this Agreement and when required by the context, the same will include the plural and vice versa, and the masculine gender will include the feminine and neuter genders and vice versa.

32. **AMUSEMENT GAME MACHINES**. Should the existing COAM contract expire during the Term, Tenant may desire to obtain a new Location License to place "Class B machines" ("**COAMs**") on the Premises. Subject to this Section, Tenant, with Landlord's written consent and approval, may, after the expiration of the present COAM contract, enter into a new COAM supplier or provider agreement (the "**Master Licensee**") with whom it desires to contract for the placement of COAMS. Tenant acknowledges the placement of COAMs on the Landlord's Premises exposes Landlord to potential liability, including, but not limited to, the closing of the Tenant's business, should applicable local or state laws or rules and regulations regarding COAMs not be strictly complied with by the Tenant and the Master Licensee. For the foregoing reasons, Tenant must seek and obtain Landlord's prior written approval of the proposed Master Licensee before executing any contract or agreement (the "**Location Agreement**") with a Master Licensee and/or permitted COAMs to be placed in the Premises. The Landlord shall deliver its decision in writing to Tenant promptly after the proposed Location Agreement

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was delivered by Tenant. The Landlord shall have sole discretion in making its decision and shall not be required to state a cause for approval or denial. In addition to the terms of any Location Agreement executed with an approved Master Licensee, Tenant shall comply with all local and state laws and Georgia Lottery Corporation rules and regulations regarding the operation of COAMs on the Premises. In the event that the foregoing exclusive right of Landlord to designate is deemed unenforceable by the Georgia Lottery Corporation or by a court or arbitrator's decision, then Landlord shall have the right, without cause, to terminate this Lease on thirty (30) days prior notice to Tenant without further liability or compensation to Tenant. The parties hereto agree that irreparable damage would occur in the event that Tenant enters into a Location Agreement (and COAMs are placed in the Premises) without the prior written consent of the Landlord in violation of this Section. It is accordingly agreed that the Landlord shall be entitled to an injunction or injunctions to prevent breaches of this Section and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

33. LIMITATIONS ON LANDLORD'S LIABILITY; SURVIVAL. Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and buildings comprising the Premises for the collection of any judgment (or other judicial process) arising out of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, that Landlord shall not be liable for any deficiency and that no other assets of the Landlord or any of its partners or shareholders, or any other persons or entities having any interest in Landlord, shall be subject to levy, execution or other process for the satisfaction of Tenant's remedies with respect to this Lease. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord Parties ever be liable pursuant to this Lease for lost profits or consequential, speculative or punitive damages. The provisions hereof shall inure to Landlord's successors and assigns, including any Lender. The provisions of this Lease with respect to any obligation of Tenant to pay any Rent to Landlord or to perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

34. **ADA COMPLIANCE AND COMPLIANCE WITH LAWS**. Tenant, at its sole expense, shall be responsible for all ADA compliance of all areas including but not limited to the interior and exterior of the Premises, parking lot other areas. All repairs alterations or improvements required by governmental authorities resulting from Tenant's Use of the Premises shall be completed by Tenant at Tenant's sole expense. Further, Tenant shall, at its sole expense, comply with all local, state and federal laws, rules, regulations and requirements now or hereafter in force and all judicial and administrative decisions in connection with the enforcement thereof (collectively, "Laws"), pertaining to either or both of the Premises and Tenant's use and occupancy thereof, and including, but not limited to, all Laws concerning or addressing matters of an environmental nature. If any license or permit is required for the conduct of Tenant's business in the Premises, Tenant, at its expense, shall procure such license prior to the Commencement Date, and shall maintain such license or permit in good standing throughout the Term. Tenant shall give prompt notice to Landlord of any written notice it receives of the alleged violation of any Law or requirement of any governmental or administrative authority with respect to either or both of the Premises and the use or occupation thereof.

35. **GUARANTY.** In order to induce Landlord to execute this Lease, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned party identified as "Guarantor" on the signature page of this Lease agrees to enter into and simultaneously with the execution of this Lease has entered into a Guaranty in the form attached hereto as Exhibit "C".

36. **RENTAL DEPOSIT.** Landlord acknowledges that it has received from Tenant the total sum of $20,824.32 (the **"Rental Deposit"**), which sum shall be retained by Landlord, without obligation for interest, as security for the performance of Tenant's covenants and obligations under this Lease. Landlord shall have no obligation to segregate such Rental Deposit from any other funds of Landlord. The Rental Deposit shall be returned to Tenant within thirty (30) days after the expiration of the Lease Term, if Tenant has fully performed its obligations hereunder. Landlord shall have the right to apply any part of said Rental Deposit to cure any default of Tenant and if Landlord does so, Tenant shall upon demand deposit with Landlord the amount so applied so that Landlord shall have the full Rental Deposit on hand at all times during the Lease Term. If there is a sale or lease of the Building subject to this Lease, Landlord shall transfer the Rental Deposit to the vendee or lessee, and Landlord shall be released from all liability for the return of such Rental Deposit. Tenant shall look solely to the successor Landlord for the return of said Rental Deposit. This provision shall apply to every transfer or assignment made of the Rental Deposit to a successor Landlord. The Rental Deposit shall

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not be assigned or encumbered by Tenant without the prior consent of Landlord and any such unapproved assignment or encumbrance shall be void.

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

38. **INDEPENDENT COVENANTS**. Tenant agrees that Tenant's covenants and obligations under this Lease shall be independent of Landlord's covenants and obligations under this Lease and that each such covenant and obligation is independent of any other covenant or obligation. Landlord's breach or non performance of any of Landlord's covenants or obligations under this Lease shall not excuse Tenant of Tenant's covenants and obligations under this Lease, and shall not be the basis for any defense, of any kind or nature whatsoever, to any suit by Landlord for Tenant's breach or non performance of any of Tenant's covenants or obligations under this Lease (including, without limitation, Tenant's failure to pay Annual Rent, Additional Rent and other payments due under this Lease). All payments of Annual Rent, Additional Rent or other payments due under this lease are absolutely and unconditionally due at the time set forth herein, without any right of set-off or deduction of any kind or nature whatsoever except as expressly provided to the contrary herein.

39. **PATRIOT ACT**. Tenant, its partners, members, principal stockholders and any other constituent entities (i) have not been designated as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other replacement official publication of such list; (ii) is currently in compliance with and will at all times during the term of this Lease (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (iii) have not used and will not use funds from illegal activities for any payment made under this Lease.

40. **FOREIGN SHELL BANK**. Neither Tenant nor any holder of any beneficial or equitable interest in Tenant is a Foreign Shell Bank. For purposes hereof: (a) "Foreign Shell Bank" means a Foreign Bank without a physical presence in any country, but does not include a Regulated Affiliate; (b) "Foreign Bank" means an organization that (i) is organized under the laws of a country outside the U.S., (ii) engages in the business of banking, (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations, (iv) receives deposits to a substantial extent in the regular course of its business, and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank; and (c) "Regulated Affiliate" means a Foreign Shell Bank that (i) is an affiliate of a depository institution, credit union, or Foreign Bank that maintains a physical presence in the U.S. or a foreign country, as applicable, and (ii) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or Foreign Bank.

Non-Cooperative Jurisdiction. Neither Tenant nor any holder of any equitable or beneficial interest in Tenant is a person or entity resident in or whose funds for in connection with the sums due under this Lease or in connection with its business are transferred from or through an account in a Non-Cooperative Jurisdiction identified by the Financial Action Task Force ("FATF"). For purposes of this Agreement, "Non-Cooperative Jurisdiction" shall mean any foreign country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as FATF, of which the U.S. is a member and with which designation the U.S. representative to the group or organization continues to concur.

United States Foreign Corrupt Practices Act. Tenant is not in violation of any applicable anti-corruption, anti-bribery laws, including the United States Foreign Corrupt Practices Act, as amended from time to time.

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Compliance with Patriot Act, Anti-Terrorism Laws. Tenant and the holder of all equitable and beneficial interests in Tenant are in compliance with any and all applicable provisions of the USA Patriot Act of 2001, Pub. L. No. 107-56. Neither Tenant nor any of its affiliates, officers, directors, shareholders, members or lease guarantor, as applicable, is a Prohibited Person. Neither Tenant nor any person or entity owning any interest in Tenant including, without limitation, any equitable or beneficial interest: (i) is currently on any list published by the Office of Foreign Assets Control, Department of the Treasury, or (ii) is a person or entity with whom a United States citizen or entity organized under the laws of the United States, is prohibited from transacting business of the type contemplated by this Lease. Definitions. As used herein: (i) "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, Title 3 of the USA Patriot Act, Illinois Public Act 094-0079, and any regulations promulgated under any of them; (ii) "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as may be amended from time to time; (iii) "Prohibited Person" is defined as (a) a person or entity that is listed in the Annex to Executive Order No. 13224, or a person or entity owned or controlled by an entity that is listed in the Annex to Executive Order No. 13224, (b) a person or entity with whom Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or (c) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/ofac/t11sdn.pdf, or at any replacement website or other official publication of such list; and (iv) "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as may be amended from time to time.

41. **LICENSES AND PERMITS.** During the Term, Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Premises, including, but not limited to any necessary beer/wine, liquor lotto, and gaming licenses. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to:

(a) operating Tenant's business upon the Premises; and/or

(b) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Premises arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license.

42. **ACKNOWLEDGEMENT OF RISKS.** Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that:

(a) There are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitation, the loss of any investment in the Premises or such business upon termination of this Lease;

(b) upon termination of this Lease for any reason, Landlord shall have the right to use the Premises as it deems appropriate, including, but not limited to selling the Premises, operating a similar or other business upon the Premises, converting the Premises to any other use Landlord deems appropriate or leasing the Premises to a new lessee;

(c) Landlord has no obligation to lease the Premises to any new lessee, whether or not the prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment;

(d) Any improvements, fixtures, or equipment that are not or cannot be removed in accordance with the provisions of the Lease shall become the sole and entire property of Landlord upon termination of this Lease;

(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.

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(g) Personality Removed Upon Lease Termination. At the termination or expiration of the Lease Term, Tenant shall surrender the Premises on the same condition as it was in upon delivery or possession thereto under this Lease, reasonable wear and tear excepted. Further Tenant shall deliver all keys to the Premises to Landlord. Before surrendering the Premises, Tenant shall remove prior to the expiration of the Lease Term, all Tenant's personal property, trade fixtures, alterations, additions and decorations and shall promptly repair any damage caused by the removal. Tenant's obligations to perform under this provision shall survive the expiration of the Lease Term. If Tenant fails to remove its property upon the termination or expiration of the Term, such property shall be deemed abandoned and shall become the property of Landlord.

43. **SECURITY INTEREST.** In addition to the statutory Landlord's lien, Tenant hereby grants to Landlord a security interest to secure payment of all rent and other sums of money becoming due under this Lease from Tenant, upon all inventory, goods, wares, branding items, equipment, trade fixtures, fixtures, furniture, and all other personal property of Tenant situated at the Premises, together with the proceeds from the sale thereof. Tenant may not remove such property without the consent of Landlord until all rent in arrears and other sums then due to Landlord under this Lease have been paid. Upon the occurrence of a Default, Landlord may, in addition to any other remedies provided in this Lease or by law, enter upon the Premises and take possession of any and all goods, wares, branding items, equipment, trade fixtures, fixtures, furniture and other personal property of Tenant situated in or on the Premises without liability for trespass or conversion, and sell the property at public or private sales, with or without having the property at the sale, after giving Tenant reasonable notice of the time and place of any such sale. Unless otherwise required by law, notice to Tenant of the sale will be deemed sufficient if given in the manner prescribed in this Lease at least 10 days before the time of the sale. Any public sale made under this provision will be deemed to have been conducted in a commercially reasonable manner if held on the Premises or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county where the Premises is located for five consecutive days before the date of the sale. Landlord or its assigns may purchase at a public sale and, unless prohibited by law, at a private sale. The proceeds from any disposition pursuant to this section, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and expenses), will be applied as a credit against the indebtedness secured by the security interest granted in this Article. Any surplus will be paid to Tenant or as otherwise required by law, and Tenant shall promptly pay any deficiencies. Landlord is authorized to file a financing statement to perfect the security interest of Landlord in the aforementioned property and proceeds.

44. **CROSS-DEFAULTS**. Any default by Tenant under the terms of this Lease shall likewise constitute a default of Tenant, as tenant, or otherwise, under the terms of any and all other agreements between these same parties or the affilates of these parties, including without limitation, other leases, motor fuel supply or commissioned sales agreements, purchase and /or sale agreement and other contracts, whether or not pertaining to the Premises, or other Premises or locations or to the sale or purchase for resale of motor fuels or other products. This provision shall also apply to any agreements with Landlord's affiliates and related parties and in particular for the subject Premsies. The Tenant expressly acknowledges that the parties to the agreements in Exhibit 1 are either the same parties or parties or affilates of these parties Default under the contracts shown in Exhibit 1, will be considered a default of this Lease.

45. **SPECIAL STIPULATIONS.**

In the event of any conflict between the terms and conditions of any of the Special Stipulations attached hereto as **Exhibit B** or itemized below in this Section 45, and the terms and conditions in the main body of this Lease, the terms and conditions of the Special Stipulations shall control.

[Signatures appear on the following page(s). Remainder of page left intentionally blank]

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IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, as of the Effective Date.

LANDLORD:

HZ Properties & Marketing, LLC

By: _____
Name: Hyder Lalani
Its: Managing Member

Date of Execution: _____

TENANT:

HMK EXPRESS LLC

Signed by:
By: Mohsin Khan
93E74815543E4B7...
Name: Mohsin R. Khan
Its: Owner

Date of Execution: 11/11/2024

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EXHIBIT A

(Legal Description of Premises)

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EXHIBIT B

(Special Stipulations)

1. **Master Lease**. In addition to the provisions of this Sublease Agreement, the Tenant agrees to be bound by all the conditions of the Master Lease between Landlord and the Master Landlord. No representation that is not included here or in the Master Lease shall be binding upon the parties. Tenant shall fully indemnify Landlord against any damage, injury, claims or expenses that Landlord may incur with respect to the occupancy by the Tenant of the Premises or the nonperformance or nonobservance by Tenant of any term or condition of this Sub-Lease or the Master Lease. If there is any conflict between the terms of the Sublease and the Master Lease, the Sublease shall control.

[END OF EXHIBIT B]

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EXHIBIT C GUARANTY

STATE OF GEORGIA

COUNTY OF FULTON

GUARANTY

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the letting by HZ Properties & Marketing, LLC ("Landlord") to HMK EXPRESS LLC ("Tenant") pursuant to a Lease Agreement dated November 1, 2024 (the "Lease") of premises described therein, the delivery of which lease is conditioned upon the execution and delivery of this Guaranty, and the payment of One Dollar ($1.00) to the undersigned by Landlord, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned (hereinafter collectively called the "Guarantor") does hereby unconditionally guarantee the full, prompt and complete performance by Tenant of all of the terms, covenants, conditions and agreements contained in the Lease on the part of Tenant to be performed, including specifically, without limitation, the obligation to pay all rents and any other charges or obligations therein set forth, together with any and all renewal or renewals, extension or extensions, modification or modifications thereof, and substitution or substitutions therefor (all such obligations being hereinafter called the "Obligations").

Guarantor waives presentment, demand, dishonor, notice of dishonor, protest, and all other notices whatsoever, including, without limitation, notices of acceptance hereof, of the existence or creation of the Obligations, and of all defaults, disputes or controversies with Tenant, and of the settlement, compromise or adjustment thereof. Guarantor agrees that Landlord shall have full authority, without obtaining the consent of, giving notice to, or affecting the liability of Guarantor, to make changes of terms, to extend time to pay, to release the whole or any part of the Obligations, to settle or compound differences for less than the full amount owing under the Lease, to accept notes, trade acceptances or any other form of obligation for the Obligations, to make arrangements or settlements in or out of court in the case of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement or an assignment for the benefit of creditors and to do anything, whether or not herein specified, which may be done or waived by or between Landlord and Tenant. The making of such arrangements, settlements, compromises, adjustments, extensions of time and so forth shall not diminish, discharge, modify, reduce extinguish or otherwise affect the liability of Guarantor hereunder for the full amount owing under the Lease. Guarantor further agrees that no act or omission on the part of Landlord shall in any way affect, impede or impair this guaranty.

This guaranty shall be enforceable without Landlord having (i) to proceed against Tenant (any right to require Landlord to take action against Tenant as required by O.C.G.A. § 10-7-24 being hereby expressly waived) or against any security for any payments due under the Lease, or (ii) to exercise any of Landlord's remedies under the Lease; and shall be effective regardless of the solvency or insolvency of Tenant, any reorganization, merger or consolidation of Tenant, any change in the composition, nature, personnel or location of Tenant, or any bankruptcy, receivership, liquidation, reorganization or other proceeding involving Tenant.

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This guaranty shall be binding upon and enforceable against each person and entity executing this guaranty and upon the respective heirs, legal representatives, successors and assigns of each such person and entity. The liability of each person and entity executing this guaranty and the heirs, legal representatives, successors and assigns of each such entity and person hereunder is joint and several, primary and unconditional, and shall not be subject to any claim of offset, counterclaim or defense of Tenant.

This guaranty shall be irrevocable, absolute and unconditional and shall remain in full force and effect as to Guarantor until such time as all of the Obligations shall have been paid or satisfied in full. No delay or failure on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Landlord of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. Guarantor agrees that this guaranty shall not be affected by reason of assertion by Landlord against Tenant of any rights or remedies reserved to Landlord in the Lease, or by reason of any summary or other proceedings against Tenant, or by the amendment or modification of the Lease with or without notice to, or consent of, the Guarantor.

This guaranty shall remain in full force and effect, and Guarantor shall continue to be liable for the payment of all amounts owing under the Lease in accordance with the original terms of the documents and instruments evidencing the same, notwithstanding the commencement of any bankruptcy, reorganization or other debtor relief proceeding by or against Tenant, and notwithstanding any modification, discharge or extension of the Obligations, any modification or amendment of any document or instrument evidencing any of the Obligations, any stay of the exercise by Landlord of any of its rights and remedies against Tenant with respect to any of the Obligations, or any cure of any default by Tenant under any document or instrument evidencing any of the Obligations, which may be effected in connection with any such proceeding, whether permanent or temporary, and notwithstanding any assent thereto by Landlord.

Landlord may, without notice of any kind, sell, assign or transfer the Lease, and in such event each and every immediate and successive assignee, transferee or holder of the Lease shall have the right to enforce this guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such person were herein by name specifically give such rights, powers and benefits, but Landlord shall have an unimpaired right to enforce this guaranty for its benefit as to so much of the Obligations as Landlord has not sold, assigned, or transferred.

This guaranty has been made and delivered in the State of Georgia and shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. Wherever possible, each provision of this guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty.

Guarantor hereby submits to personal jurisdiction in the State of Georgia for the enforcement of this guaranty and waives any and all personal rights under the laws of the State of Georgia or the United States to object to jurisdiction within the State of Georgia for the purposes

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of litigation to enforce this guaranty. In the event that such litigation is commenced, Guarantor agrees that service of process may be made, and personal jurisdiction over Guarantor obtained, by serving a copy of the summons and complaint upon Guarantor at the following address:

5840 Swift Creek Ct
Suwanee, GA 30024
Forsyth County

Commencement of any such action or proceeding in any other state shall not constitute a waiver of the agreement that the laws of the State of Georgia shall govern the rights and obligations of Guarantor and Landlord hereunder or of the submission made by Guarantor to personal jurisdiction within the State of Georgia. The aforesaid means of obtaining personal jurisdiction and perfecting service of process are not intended to be exclusive but are cumulative and in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by the laws of the State of Georgia.

Guarantor warrants and represents to Landlord that any financial statements heretofore delivered by Guarantor to Landlord were true and correct in all respects as of the date delivered to Landlord. At any time this Guaranty is in effect, Guarantor shall, upon ten (10) days prior written notice from Landlord, provide Landlord with a current financial statement and financial statements of two (2) years prior to the current financial statement year. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, shall be audited by an independent certified public accountant.

Guarantor agrees that Guarantor shall have no right to recover against Tenant by way of subrogation to the rights of Landlord on account of any payment by Guarantor to Landlord hereunder until all of the Obligations have been paid and satisfied in full, and Guarantor hereby waives, releases and relinquishes any such rights of subrogation to such extent.

If Guarantor is a corporation, Guarantor and the persons executing this guaranty as officers of the Guarantor represent that Guarantor has full corporate authority to execute this guaranty and that the officers executing this guaranty are duly authorized to execute this guaranty on behalf of the corporation, and that there is no provision in its charter or bylaws that in any way conflicts with or prevents the execution, delivery or performance of this guaranty by Guarantor. Guarantor further represents that there is no provision of any other agreement by which Guarantor is bound that in any way conflicts with or prevents the execution, delivery or performance of this guaranty by Guarantor.

IN WITNESS WHEREOF, Guarantor has executed, sealed and delivered this guaranty, all this _____day of November, 2024.

GUARANTOR:

Signed by:
Mohsin Khan
93E7481554154B7...

Name: Mohsin R Khan
Address: 5840 Swift Creek Ct, Suwanee, GA 30024

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WHOLESALE FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT ("Agreement") is made this first (1st) day of November, 2024 ("Effective Date") by and between **HZ INVESTMENT & PROPERTIES LLC**, a Georgia limited liability company, having a mailing address of 3172 Preservation Circle Lilburn, Georgia 30047 ("Supplier"), HMK EXPRESS LLC, having its principal place of business at 1105 Gray Hwy, Macon, GA 31211, **Mohsin R. Khan,** an individual resident of the State of Georgia**,** having a mailing address of **1105 Gray Hwy, Macon, GA 31211** ("Dealer").

WHEREAS, this Agreement is for the fueling station known as Store #345, located at 1105 Gray Hwy, Macon, GA 31211 as more particularly described on **Schedule 1** herein attached and incorporated ("Location"); and

WHEREAS, Supplier has a master Wholesale Fuel Supply Agreement with Kings Oil Company, LLC, a Texas limited liability company, as supplier, dated September 5, 2023, for the supply of fuel to the Location by Kings Oil Company, LLC and its affiliates; and

WHEREAS, the parties desire to enter into this Agreement for Supplier to supply motor fuels to Dealer at such Location.

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the sufficiency of which are hereby acknowledged, Supplier agrees to sell, and Dealer agrees to buy petroleum and other products on the following terms and conditions:

1. TERM. The term of this Agreement shall begin on or about November 1, 2024 and continue for fifteen (15) years ("Term"), shall automatically renew from month to month after the said Term unless either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the initial Term or the then existing extended term, or unless sooner terminated as otherwise hereinafter provided. Any option to extend shall be provided for on **Schedule 2**. In the event that the Commercial Lease, executed contemporaneously herewith is extended longer than the original fifteen (15) year Term, this agreement shall automatically extend in such a manner to match the term of the Commercial Lease.

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2. SUPPLY OF PRODUCTS.

(a) Supplier agrees to sell to Dealer, and Dealer agrees to buy and diligently to promote the sale of all grades and such quantities of Supplier's petroleum and other products as may be necessary to meet the Dealer demand for motor fuel products at the Location. The Dealer must offer all grades of fuel available from Supplier for sale at all times. Supplier shall have the right to provide ethanol additives, when available, in the gasoline, at the sole discretion of Supplier. Any incentives or rebates provided by Supplier's supplier relating to the sale of ethanol shall remain the sole property of Supplier. All fuel deliveries shall be made in full truckload quantities or in such other minimum quantities per delivery as specified by Supplier from time to time. If Dealer requests delivery of less than Supplier's established minimum volumes, compensatory delivery charges may be imposed, at the sole discretion of the Supplier. In no circumstances is Supplier obligated to make deliveries into a tank which is, or is suspected of leaking. Under this Agreement, Supplier is obligated to supply products to only the Location specified herein.

(b) Dealer covenants and agrees to purchase from Supplier and offer for sale, at the Location, only such gasoline, diesel fuel, other petroleum products or any additional motor vehicle fuel and/or energy-related products as are supplied and delivered by Supplier, including but not limited to those set forth on **Schedule 3** for the full duration of the stated term of this Agreement; and to purchase not less than _____ gallons of gasoline and/or diesel fuel per month. In the event Dealer has a shortfall by failing to purchase the minimum monthly gallons per month, Dealer shall pay over to Supplier within seven days of notice by Supplier to Dealer of such shortfall, charges in an amount equal to Five Cents ($0.05) times the difference between the number of actual gallons purchased and the minimum purchase requirement for such month. There shall be no shortfall penalty until _____ or when branding of the Location is completed if after _____.

(c) The supply and purchase obligations contained herein shall remain in full force and effect throughout the Term of this Agreement and shall not be suspended during any period of remodeling, renovation, repair, or rebuilding of the improvements located at the Location. Provided further, in the event Dealer's completion of the construction, remodeling, and rebranding of the Location is not completed prior to the commencement of the Term of this Agreement, due to conditions beyond the control of Dealer, Dealer's obligation to purchase petroleum products hereunder shall commence upon the completion of such construction remodeling and rebranding.

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(d) Supplier has the sole and exclusive right to designate the hauler for delivery of products to the Location and hereby reserves the right to change the designated hauler from time to time. Dealer acknowledges and agrees further to comply with hauler's protocol for ordering of products and to allow a minimum of forty-eight (48) hour notice to receive delivery thereof. Dealer acknowledges that haulers' business is dependent on many external factors and that there may be delays in deliveries without any consequences to Supplier. Dealer shall grant full access to hauler's vehicles to make deliveries at any hour of the day. Communications between hauler and Dealer are the sole and exclusive responsibility of the Dealer. Any mistakes in ordering due to miscommunications between the hauler and Dealer are to be resolved between the hauler and Dealer. Any product outage(s) due to Dealer's failure to: (1) timely order sufficient volumes of product; (2) comply with hauler's protocol for ordering of products; or (3) grant full access to hauler's vehicles to make deliveries, or (4) provide forty-eight (48) hour notice to hauler for delivery of product shall constitute an event of default. Dealer acknowledges and agrees that Supplier shall not be liable for any misconduct of any designated hauler and that Dealer is responsible, at all times, for any discrepancies or variances in the amount of fuel delivered or maintained at the Location.

3. OPERATION OF STATION. Dealer recognizes that the brand utilized by Supplier is associated with high-quality service and products and agrees to conduct business at the Location in a manner to maintain that association. Accordingly, Dealer agrees to furnish such service and accommodations to retail motor fuel Dealers as are customarily provided by convenience store/filling stations.

Dealer agrees to keep the business operated at the Location open for business during no less than the hours hereinafter set forth. Such business shall be open 365 days per year, (366 days during any leap year) opening no later than 6:00am and closing no earlier than 9:00pm daily.

Dealer agrees to provide, at its sole cost and expense:

(a) broadband internet service, or other highspead internet access, to the Location in a manner acceptable to Supplier; and

(b promptly upon execution of this Agreement, a real property survey of the Location in a form that is acceptable for the purposes of filing any and all approvals, licenses, and permits reasonably required to operate the Location for its intended purpose under this Agreement. If Dealer does not provide a survey, Supplier may complete a survey and charge, at the Supplier's sole discretion, Dealer for the cost of a new survey.

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4. EXCLUSION OF OTHER SUPPLIERS. Dealer covenants and agrees to offer for sale, at the Location, only the motor fuels as are provided to the Location supplied by Supplier under this Agreement. Dealer shall not sell any other supplier's motor fuels without the express written permission of Supplier. Dealer affirmatively represents unto Supplier that Dealer is not bound by the terms of any other motor fuels supply agreement relative to the Location and that Supplier has not induced, directed nor assisted Dealer in breaching the terms of any agreement with another motor fuel supplier.

5. PRICE OF PRODUCTS TO DEALER. Prices for all products purchased by Dealer from Supplier shall be Supplier's rack price from its supplier at its supplier's terminal, plus call and demand freight rates, plus Two Cents ($0.02) per gallon, plus any applicable Superfund tax per gallon, plus the UST fee per gallon, plus any other applicable taxes, charges, duties and fees levied on any of the products of Supplier, or required to be collected by Supplier upon the sale, transportation or delivery of the products

6. TERMS OF PAYMENT. Motor fuel sales shall be net payment, COD, at time of delivery. Provided further, Supplier may, in its sole discretion, provide load to load, or 7 day credit or other deferred credit terms for payment. Supplier shall notify Dealer of the payment terms prior to, or at the time of any delivery of motor fuels. Supplier may, after providing credit terms, require Dealer, upon notice, to revert to making payments COD, for all fuel deliveries at any time during the term of this Agreement. Any notice to Dealer may be by facsimile or electronic transmission, verbal notice (inperson or by telephone), by e-mail, or any other commercially reasonable manner. Payment shall be made by draft or direct deposit into Supplier's bank account or by electronic fund transfer, at Supplier's election. For the purposes hereof, Dealer shall furnish Supplier with the name of the bank and the account number from which payments shall be directly drafted by electronic fund transfer and shall execute such documents and authorizations that may be necessary to provide for such transfer if such method of payment is chosen by Supplier. In the event any draft or electronic fund transfer is returned or dishonored by reason of insufficient funds or otherwise, Dealer shall be in default hereunder and in order to cure such default, as may otherwise be provided for in this Agreement, Dealer shall additionally pay unto Supplier an administrative charge of $200.00 for each such dishonored instrument, transfer, or payment. Provided further, in the event of the return or dishonor of any draft or electronic fund transfer, or in the event Supplier has reasonable grounds upon which to believe that Dealer will not pay for fuel previously delivered to the Location in accordance herewith, then in either event, Supplier shall have the right to cause the removal (pump-out) of the in-ground fuel previously delivered to and stored upon the Location and to credit Dealer's account for such fuel in an amount equal to the price of products that Dealer owes for the delivery of such fuel removed, less the cost of the pump-out. Provided

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further, upon any such return or dishonor of any draft or electronic fund transfer and prior to causing the removal of in- ground fuel as heretofore provided, Supplier shall have the right to enter upon the Location and cause an electronic or manual cut-offor disabling of the fuel dispensing equipment so that no in- ground fuel can be pumped until the pump-out is completed or until the fund transfer is honored, whichever occurs first.

7. CREDIT CARD NETWORK AND SALES. Dealer shall use and be responsible for all costs associated accepting credit cards, including but not limited to, connection, processing, and equipment fees during the Term of this Agreement. The Dealer shall only use the credit card network provided by and/or associated with Supplier's supplier or such other credit card network as directed by Supplier, which shall be maintained and upgraded by Dealer at its cost.

(a) No secondary or supplemental or other credit card network or credit card machines shall be used for the processing of any sales, whether for fuel, inventory, merchandise or otherwise. In the event that Dealer uses a separate EBT machine, Dealer shall be required to use a network or machine supplied by a state agency approved vendor. In the event of the unauthorized use of a credit card network or machine for processing sales at the Location, by Dealer or any of its Dealers or employees or contractors, Dealer shall be in default in its obligations under this Agreement. In the event of any such default, the cure for the unauthorized activity (in addition the discontinuance of such unauthorized activity), Dealer shall pay unto Supplier a five hundred dollar ($500.00) cure fee for the first such default; and a one thousand dollar ($1,000.00) cure fee for any subsequent default during the Term hereof. In the event of default by Dealer under any other terms of this Agreement, Supplier shall also be entitled to immediately disable Dealer's credit card network at the Location.

(b) Invoices from credit card sales shall be paid to Supplier in regard to approved credit card purchases from Dealer. Supplier shall credit Dealer's account for products purchased under this Agreement, for the amount of credit card sales paid to Supplier. Supplier reserves the right to not immediately repay credit cards sales due to Dealer but hold these funds on Dealer's account as additional credit against fuel purchases. Upon any failure by Dealer to strictly comply with the terms and conditions of credit card transactions at the Location, Supplier shall have the right to charge-back to the Dealer all sums not credited to or paid to Supplier as a result of defective, noncomplying credit card sales, or other charges Supplier is subject to, at the Location. Any "charge-backs" shall be immediately paid by Dealer to Supplier. Dealer shall be responsible for all point-of-sale programming, updates and installation and maintenance costs for EMV (Europay, Mastercard, and Visa) requirements from governmental agencies or oil companies.

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8. USE OF TECHNOLOGY FOR PRICING SURVEY, INVENTORY MEASUREMENT, AND REPORTING OF SALES. Dealer shall have the option to use electronic software reporting systems for conducting market surveys of posted motor vehicle fuel prices, electronic measurement and reporting of motor vehicle fuel inventory levels, and recording and reporting of motor vehicle fuel sales as may be offered and/or provided by Supplier; current systems including but not limited to Black Box, Opis, and Price Advantage technology ("Reporting Systems"). Supplier may offer and/or provide new Reporting Systems as new technology emerges. In the event Dealer elects to use such Reporting Systems, Dealer shall be responsible for all applicable monthly charges and fees for the use of such Reporting Systems. Such monthly charges and expenses shall be paid via electronic fund transfers (EFT / ACH) from Dealer's account. Dealer agrees, further, to defend, indemnify and hold the Supplier, its subsidiaries, divisions, affiliates, Dealers and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the use of such Reporting Systems.

9. DEALER'S BUSINESS. It is mutually agreed the business conducted by Dealer at the Location is the independent business of Dealer. This Agreement shall not be construed as reserving to or conferring upon Supplier any right to direct or control Dealer, any of Dealer's employees, or the conduct of Dealer's business. Dealer acknowledges Supplier has made no representation of profitability in regard to any business to be operated by Dealer at the Location. Further, Dealer has not relied upon any business information provided by Supplier. Dealer enters into this Agreement based upon the exercise of Dealer's own business judgment after having full opportunity to exercise due diligence on Dealer's own behalf. Dealer acknowledges its sole resposibility for: (1) pricing of all the products, including updating the retail price of motor vehicle fuels, sold at the Location; and (2) the operation of its business in accordance with all applicable laws, regulations and standards. Dealer agrees, further, to defend, indemnify and hold the Supplier, its subsidiaries, divisions, affiliates, and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the Dealer's business.

Dealer affirmatively represents and warrants unto Supplier that Dealer is not under contract with another fuel supplier and is authorized to enter into this Agreement with Supplier. Further, Supplier has not induced Dealer to breach, nor has Supplier interfered with, any other existing contract between Dealer and any other product supplier. In the event Dealer is a corporation, limited liability company, or other entity that must register its existence, Dealer represents it is in good standing duly authorized to do business in the State where the location is situated. Further, the undersigned party executing this Agreement on behalf of Dealer has full and complete authority to bind the Dealer hereto. Further, it is

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expressly agreed that the corporate representative executing this Agreement on behalf of Dealer shall be, in his or her individual capacity, jointly and severally liable and responsible, with Dealer, for the satisfaction of all obligations of Dealer under the terms of this Agreement.

10. UNDERGROUND STORAGE TANKS AND MAINTENANCE.

Dealer is in exclusive possession and control of the underground storage tanks, lines, and associated underground equipment at the Location. Dealer shall be responsible for all maintenance and repairs and all environmental issues or matters arising out of the use, maintenance or repair of such tanks, lines, pumps, dispensers and fuel equipment (including EMV upgrades), except any maintenance, repair or environmental costs or damage directly caused or arising from any intentional or negligent act or omission of Supplier. Dealer shall, throughout the term of the Agreement, provide daily tank stick readings to Supplier's transport company (hauler) in such manner as directed by Supplier. In addition, Dealer shall provide daily stick readings to Supplier. These daily stick readings shall be conducted with water detecting putty. Should the Dealer detect any water in the underground storage tanks, lines, and associated underground equipment at the Location, the Dealer shall promptly take all neccesary, at the Dealer's sole cost, to cure and remove any water or other contaminants from the tanks, lines and fuel equipment. Dealer warrants that throughout theentire Term of this Agreement, Dealer's location shall be in full and complete compliance with all local, State and Federal environmental regulations and statutes pertaining to the storage, handling, and dispersing of petroleum products and motor fuels. Further, Dealer shall comply with all directions, instructions, or recommendations made by any environmental consultant retained by Supplier for the purposes of managing environmental and inventory control at the Location.

Dealer shall pay such premiums as may be necessary to have the storage tanks and pumping equipment covered under private underground storage tank insurance.

Upon the breach of this warranty, and in addition to any other remedies Supplier may have by law, Supplier shall have the right to immediately cease delivery of products to Dealer and terminate this Agreement. Without limiting the foregoing, Dealer shall, at its expense, cause the cleaning of the underground motor fuel storage tanks prior to Supplier's installation of any new, refurbished, or upgraded motor fuel pumping equipment or before the first delivery of motor fuels to the Location by Supplier, whichever occurs firstDealer shall cause the cleaning of the underground storage tanks periodically during the Term of this Agreement, as may be reasonably required by Supplier. Dealer specifically acknowledges that Supplier has no obligation regarding underground tanks or submersible pumps or any other fueling equipment located in the tanks.

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In the event it is determined, during the term of this Agreement, that the Location is environmentally contaminated as a result of a leak, spill, or other discharge of hazardous substances which constitutes a violation of local, state or federal law, rule, regulation or ordinance, Supplier shall have the right to suspend delivery of products to the Location until such contamination is remediated. During any remedation process Dealer shall remain liable unto Supplier for any shortfall payments due hereunder by virtue of Dealer's failure or inability to purchase the minimum number of gallons of petroleum products required under this Agreement, notwithstanding such suspension. In the alternative, in the event of such contamination, Supplier, at suppliers sole discretion shall have the right to terminate this Agreement in which case Dealer shall reimburse Supplier for all branding investment costs incurred by Supplier for branding of the Location and shall reimburse Supplier for all purchase incentive rebates received by Dealer under the terms of this Agreement.

11. INSTALLATION OF PETROLEUM PRODUCT DISPENSING AND OTHER EQUIPMENT.

Supplier shall cause, at its expense, the installation of petroleum product dispensing equipment and or accessories and/or fixtures at the Location as may be set forth on **Schedule 4** attached hereto and made part hereof. Dealer acknowledges that Supplier shall have the right to engage any qualified vendor for the purpose of acquisition and installation of the same or similar equipment described therein. The total cost to Supplier for the acquisition and installation of such equipment, accessories and fixtures shall be considered part of Supplier's branding investment under the terms of this Agreement. At all times relevant hereto, the Supplier shall be the sole and exclusive owner of the equipment listed on Schedule 4, with the full right and authorization of Dealer to remove the equipment listed on Schedule 4upon a default under Section 19 of this Agreement which remains uncured for more than thirty (30) days of written notice of default hereunder. Dealer hereby grants to Supplier a power of attorney coupled with an interest in the equipment listed on Schedule 4, for the purpose of removing the equipment listed on Schedule 4from the location upon an uncured default. Supplier shall have no liability whatsoever for removal of the equipment listed on Schedule 4after notice and cure period.

12. REPAIR OR EQUIPMENT OBLIGATIONS OF DEALER. Dealer shall cause the repairs and/or maintenance upgrades at the Location,and install such equipment as may be specified in **Schedule 5** attached hereto and made part of this Agreement. Dealer shall commence such work promptly and pursue the same diligently through completion as set forth in Schedule 5 and as a prerequisite to Supplier's performance and obligations under section 2 of this Agreement.

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13. LEASED EQUIPMENT. Dealer acknowledges that any equipment, accessories, and fixtures provided by Supplier under the terms of this Agreement may have been leased to Supplier by one or more leasing companies. In the event of a transfer or assignment of this Agreement, Supplier will continue to make any such equipment payments through the full term of any such lease agreement. Notwithstanding the foregoing in this Section 13, for purposes of this Agreement, Supplier shall be deemed to be the owner of any such equipment, accessories, and fixtures. Supplier shall have the right to enter upon and in the premises and remove any such equipment, accessories, and fixtures in the event of a default by Dealer under Section 19 herein. For purposes of the preceding sentence Dealer hereby grants Supplier a power of attorney coupled with an interest any such equipment, accessories, and fixtures to take all actions necessary and desired on in the name of Dealer to remove the said personal property from the premises including obtaining permits and granting rights to others reasonably required to carry out the removal.

14. BRANDING, TRADEMARKS, AND QUALITY ASSURANCE.

(a) *MOTOR FUEL BRAND &TRADEMARKS.* Supplier shall have the right to designate the branding of the motor fuels to be purchased by Dealer hereunder. The initial branding, if any, shall be as designated on **Schedule 6** attached hereto and made part of this Agreement. Supplier shall incur such costs as may be reasonably necessary for changing and or installation of the branding image of the Location, in order to obtain the approval of Supplier's chosen branded fuel supplier. Dealer shall be responsible for payment of any and all further sums necessary for signage or other branding image items in order to maintain such approval during the term of this Agreement. In the event Supplier changes branding during the term of this Agreement, all costs of maintaining the subsequent banding image(s), after Supplier's initial costs in rebranding the Location, shall be borne by Dealer. All signage shall be contingent upon and subject to the requirements of any applicable state or local law or ordinance.

Supplier, at it's sole discretion, may choose to rebrand the Location at any time, without the Dealers approval. In this event, this Wholesale Fuel Supply Agreemnt shall remain in full effect for the duration of the Term. Any incentives paid to Supplier as a result of branding or rebranding a Location shall remian the property of the Supplier.

(b) *QUALITY ASSURANCE AND MARKETING.* Dealer acknowledges that Supplier's supplier maintains a program for product quality and marketing assurances. Specifically, Dealer shall:

(i) Comply with all quality and marketing programs, which shall include but not be limited to, oil company uniforms, employee name tags, clean and available restrooms, proper maintenance of

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landscaping, buildings (interior and exterior), canopy and equipment, proper presentation and display of retail merchandise, maintenance and location of signs and other branding image items and other such matters pertaining to the brand image of the Location, and shall cooperate at all reasonable times and in all reasonable manners with all quality assurance programs and inspections;

(ii) Refrain from the sale, use, storage, rent, display, or offering at the Location of:

(a) pornographic or sexually explicit magazines, video tapes, compact discs, digital video discs, similar literature or items of merchandise;

(b) any item, in Supplier's judgment, that is intended or designed for use in ingesting, inhaling or otherwise consuming an illegal drug or from manufacturing or processing an illegal drug, including but not limited to pipes, tubes, roach clips, instructions or descriptive materials, or containers designed for concealing illegal drugs, drug paraphernalia, bath salts, or synthetic drugs designed to mimic the effects of illegal drugs; and

(c) any substance or item prohibited to be offered for sale by the branding and/or quality assurance standards of the motor fuel supplier providing motor fuel for sale or resale at the Location; and

(iii) Dealer shall, at Dealer's expense, properly install and display, all point of purchase marketing materials,all point of Purchase signage, credit card applications, and any related information. Further, Dealer, at its sole cost and expense, shall participate in any marketing or loyalty programs established by the brand of motor fuels sold at the Location. , Dealer shall, at Dealer's expense, have an appropriate company representative attend any training or informational programs offered.

It is acknowledged between the parties that Supplier and/or Supplier's supplier may conduct periodic "mystery shopper" or other inspections of the Location and operation of the business in order to determine whether Dealer is meeting the image, retail and Dealer service standards required under the terms of this Agreement. In the event Dealer scores below 80% of a perfect score, as shown on Schedule 9, or otherwise fails inspection as determined by Supplier or Supplier's supplier making the inspection and in accordance with the quality assurance standards, Dealer shall pay unto Supplier an inspection fee of $500.00 or such amount charged by Supplier's supplier as an inspection fee, whichever is greater, due and payable within three days of Dealer receiving notice of such failure and a copy of the inspection report. The foregoing inspection fee shall apply to each and any failure of such inspections. Supplier shall have the right, in sole its discretion, to waive the requirement for payment of an inspection fee based upon its determination of Dealer's exercise of good faith in promptly

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correcting all deficiencies of the inspection. Dealer shall also be subject to certain fines as provided for on the attached Fine Schedule as provided for on **Schedule 7** herein attached an incorporated for violations which may not result in a failing score.

In the event Dealer's branded retail facility does not meet such standards or requirements and which results in Supplier's receiving notice to debrand Dealer, or if such retail facility is abandoned, Dealer shall allow Supplier or Supplier's representatives to immediately remove all brand identification from the Location. Dealer shall be liable to Supplier for all expenses and damages incurred as a result thereof. For the purposes of this Agreement, the Location shall be deemed abandoned if it is not open for business during normal business hours for three consecutive days. Dealer expressly agrees that all of Supplier's, or Supplier's supplier, trademarks, names and colors appearing at the Location shall be kept clear and legible, and that Dealer will use only signs approved by Supplier to advertise products purchased by Dealer from Supplier. Supplier shall be entitled to withdraw or substitute at Supplier's cost the use of any particular trademark, name, or colors.

In the event Supplier determines, in its sole discretion, that Dealer is not in compliance with any marketing or quality assurance standard in regards to the physical condition of the Location, and the operation of the business thereon, Supplier shall have the right (but not the obligation) to enter upon the Location and to correct any deficiency or substandard condition and bill Dealer for the cost thereof. Dealer shall reimburse Supplier for any and all of such costs within seven days of receipt of the bill. Such reimbursement payment(s) shall be made by electronic fund transfer in the same manner as payment for products purchased from Supplier. Further, without limiting the foregoing, Dealer shall comply with the image and identification standards established, for "branded outlets" by Supplier's branded supplier.

15. FORCE MAJEURE. Supplier and Dealer acknowledge and agree that the terms and conditions set forth in of the Agreement shall continue to apply in full force and effect in connection with events of force majeure.

16. SECURITY DEPOSIT. Dealer shall pay unto Supplier a security deposit upon the execution of this Agreement in an amount and in the manner as specified on **Schedule 8** attached to this Agreement. During the term of this Agreement, Suppler shall have the right to apply all or part of said deposit to any sums owed by Dealer to Supplier under the terms of this Agreement. In such event, Supplier shall notify Dealer of such application and Dealer shall pay over to Supplier such amounts as may be

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necessary to restore the full amount of the security deposit. Supplier's application of all or any portion of the security deposit shall not relieve Dealer from its obligations to make any payments due to Supplier nor prejudice Supplier's rights to exercise any remedy provided for herein, or at law, as a result of of Dealer's default under the terms of this Agreement. Further, Dealer hereby grants Supplier a security interest in all of Dealer's business equipment, supplies, inventory and fixtures at the Location, in which Supplier shall have all the rights of a secured party under the terms of the Uniform Commercial Code, and which interest may be evidenced and/or perfected by the filing of a UCC-1 Financing and Fixture Filing Statement(s).

Under this Agreement, to secure full and timely performance of Dealer's obligations under this Agreement, the Dealer hereby grants to Supplier, for the benefit of Supplier, and agree to maintain so long as any portion of the Agreement is in effect, a first priority security interest in all of Dealer's business equipment, supplies, inventory and fixtures at the Location, and in all proceeds of the foregoing, all as security for the obligations of this Agreement. If at any time the Supplier determines that Dealer's business equipment, supplies, inventory and fixtures at the Location is subject to any right or claim of any person or entity other than Supplier. Dealer shall execute such documents and take such action as Supplier deems reasonably necessary or advisable to create, perfect, or evidence such liens and security interests. Supplier shall be entitled to take any action necessary to record its security interest. All security interests or liens granted pursuant to this section shall be released by Supplier upon the termination of the Agreement, and only if the Dealer is not in Default of the Agreement

17. ASSIGNMENT-SUBLETTING-SALE. Dealer shall not, without the prior written consent of Supplier p assign this Agreement or any interest in this Agreement, in part or whole. Further, Dealer shall not, without the prior written consent of Supplier permit the operation of the Location by any party other than Dealer. Supplier's consent shall not be unreasonably withheld. However, in making such a determination, Supplier may rely upon the financial condition, creditworthiness, and criminal background of any proposed assignee in making a determination to consent to the assignment. Dealer must provide Supplier with thirty (30) days prior written notice of a proposed consent together with all information requested by the Supplier for the proposed assignee. If approved, Dealer shall remit funds in the amount of $2,000.00 for legal and administrative fees. Consent to the assignment shall not destroy this provision, and all later assignments shall be made likewise only on the prior written consent of Supplier. An assignee of Dealer, at the sole option of Supplier, shall become directly liable to Supplier for all obligations of Dealer under this Agreement. However, no assignment by Dealer shall relieve Dealer of any liability under this Agreement, and Dealer shall remain jointly and severally liable with assignee for the satisfaction and performance of all Dealer's obligations under the terms of this

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Agreement. This Agreement is freely assignable by Supplier and in the event, Supplier elects to sell, assign or convey rights, titles and interest in this Agreement, Dealer shall provide a fuel estoppel agreement, in acceptable form to Supplier, confirming the terms of this Agreement at Supplier's request and without delay.

18. RESERVED.

19. DEFAULT, TERMINATION AND LIQUIDATED DAMAGES. All terms, conditions, covenants, warranties, and agreements contained in this Agreement are essential and material to the continued relationship between the parties. In addition to the aforementioned, the following shall constitute events of breach or default:

(a) failure to remit to Supplier any monies owed by Dealer to Supplier in accordance with the provisions of this Agreement;

(b) violation of any federal, state, county, or municipal law, including all ordinances, rules, or regulations relating to Dealer's operation of the business conducted pursuant to or in connection with this Agreement;

(c) false or misleading statements made by Dealer to Supplier, including, but not limited to, financial statements made or provided by Dealer in order to enter into this Agreement;

(d) the institution of any insolvency or a receivership proceeding in or against Dealer;

(e) failure of Dealer to pay taxes or license fees as required by the terms of this Agreement or by any law or regulation or arising out of Dealer's employment of any person;

(f) failure of Dealer to pay taxes or license fees as required by the terms of this Agreement or by any law or regulation or arising out of the operation of the Dealer's business;

(g) abandonment or cessation of operation of the business of Dealer;

(h) severe physical or mental disability of Dealer or the severe physical or mental disability of the majority of the ownership of the Dealer;

(i) severe physical or mental disability of any gaunantor of this Agreement;

(j) Willful adulteration, mislabeling, or misbranding of motor fuel or other violation by Dealer of trade mark requirements for products sold by Dealer as set forth under this Agreement;

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(k) violation of any term or condition of the Agreement; or

(l) any act or omission allowing for termination, non-renewal or debranding of the Location or as provided under the Petroleum Marketing Practices Act 15 U.S.C. Sec. 2801 et seq.

. Subject to all rights under the Petroleum Marketing Practices Act, Supplier shall provide Dealer written notice of the occurrence of any event or breach which is cause for termination of this Agreement. Dealer shall have 15 days from the date of such notice in which to cure such breach or correct any condition or otherwise comply with the terms of this Agreement. If the Dealer does not cure the occurrence of the event or breach which is cause for termination this Agreement shall automatically be terminated at the expiration of such 15 day period. In the event Dealer receives written notice from Supplier of any events of default of this Agreement, Dealer specifically acknowledges and agrees that Supplier, through its agents, employees, contractors, officers, and directors, shall have the right to inspect Dealer's facility at the Location for purposes of determining compliance with this Agreement. In the event such event is not cured within 15 days of notice thereof, Supplier shall be entitled to take any corrective action or repairs necessary, at the Suppliers sole discretion, at the Dealer's sole expense. Notwithstanding the foregoing, in the event Dealer fails to remit Supplier any monies owed to Supplier under the terms hereunder, Supplier shall have the right to immediately suspend motor fuel delivery until such breach is cured. In the event such a breach is not cured within five 5 days from the date of written notice to Dealer, then in such event Supplier shall have the right to then immediately terminate this Agreement.

The parties hereto agree and stipulate that in the event of default by Dealer and early termination of this Agreement, Supplier's actual damages cannot be calculated with any degree of certainty as Supplier is relying upon Dealer's continuing purchase of petroleum products throughout the term of this Agreement. Accordingly, Dealer and Supplier specifically acknowledge and agree that such damages upon Dealer's breach would be virtually impossible to determine, and that the formula provided in this paragraph provides a reasonable pre-estimate of Supplier's probable loss that will be suffered by Supplier. Therefore, the parties agree that, in addition to any other amounts owed to Supplier hereunder, Dealer shall pay to Supplier as liquidated damages and not as a penalty a sum equal to FIVE CENTS ($0.05) times the minimum number of gallons required to be purchased monthly as contained herein times the number of months remaining in the Term of this Agreement from the date of default. The parties further agree that the above formula is reasonable because the amount of such liquidated damages are decreased by each month that Dealer performs its obligations under this Agreement. Moreover, the parties stipulate and agree that their intent in using the above damages

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formula is to provide a readily calculable pre-estimate of Supplier's probable loss upon breach and that it not be construed as a penalty.

It is further agreed that in the event of default by Dealer under any of the terms of this Agreement, and in addition to the previously described liquidated damages, Supplier shall be entitled to recoup from Dealer the unamortized portion of its investment in the Location that is more particularly described in **Schedule 4**. The investment described in **Schedule 4** shall be amortized on a "straight line" basis over the term of this Agreement. If Dealer defaults, and this Agreement is terminated before the end of the term, Supplier shall be entitled to immediate payment of the amount of the investment that has not been amortized on the date of default. Dealer acknowledges that recoupment by Supplier of the unamortized investment is a reasonable pre-estimate of Supplier's damages with respect to the investment, and that Supplier has the reasonable expectation that Dealer shall perform its obligations hereunder for the full term. In lieu of Supplier's right to recoupment of its investment in the Location, at the Supplier's sole discretion, Supplier may also immediately remove from, or disable at, the Location and retain full ownership of the petroleum product dispensing equipment, cash register, point of sale, and other branding image items installed pursuant to **Schedule 4**. Upon any default Supplier shall also be authorized and permitted to immediately remove all motor fuel products in the underground storage tanks at the Location, pursuant to Section 6 of this Agreement. Termination of this Agreement shall not affect or abridge the rights and obligations of the parties occurring prior to termination. Supplier may pursue any available legal remedies related to any default of the Agreement whether or not it exercises its right to declare this Agreement terminated. In addition to the foregoing, in the event of termination, Dealer shall pay to Supplier the cost of "debranding" the Location. "Debranding" is defined as the removal of all brand signage, brand color scheme, repayment of any unamortized oil company branding costs and rebates at the Location.

20. ATTORNEY'S FEES, COSTS, INTEREST. In the event it becomes necessary for Supplier to employ the services of its attorney to enforce any aspect of this Agreement, whether Dealer is in default of this Agreement or this Agreement is amended, assigned, or modified, Supplier shall be entitled to charge and collect administrative fee of $2,000.00 and shall be entitled to reimbursement of all legal fees paid In the event that either party files litigation regarding this Agreement, the losing party agrees to pay the prevailing party fifteen percent (15%) of the amount of damages for attorney's fees and costs of litigation, unless legal fees are awarded to the prevailing party by a court of competent jurisdiction.

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21. MISCELLANEOUS.

(a) *DELIVERIES DELAYED OR PREVENTED.* Supplier will fill all orders with reasonable promptness, but shall not be liable for loss or damage due to delays or failure, in whole or in part, to fill orders resulting from acts of public enemies, regulations, orders of civil or military authorities, fires, floods, strikes, labor disputes, accidents, shortage of labor, shortage of crude oil, shortage of refined products, refinery capacity, shortage ofmaterials, shortage of the means of transportation, or any other cause beyond Supplier's reasonable control, at its own plants, those of its sources of supply, or in connection with the delivery of its products. If Supplier is prevented by any of the foregoing causes from supplying the full quantities of any one or more of its products hereunder, Supplier shall have the right, without liability to Dealer, to allocate the quantity deliverable hereunder to Dealer, to its other parties under contracts calling for delivery of like products, and to its own requirements in such manner as it may deem reasonable,at Supplier's sole discretion, or according to any required allocation program, and Dealer shall be bound by such allocation. If Supplier is unable to deliver products for more than seventy-two (72) hours, Dealer shall have the right to purchase products from other suppliers until such time as Supplier can recommence delivery.

(i.) Supplier reserves the right to give preference in allocation to a dealer or group of dealers for any reason, in its sole discretion, including those dealers whose needs are related to providing fuel to customers whose responsibilties relate to the: (a) protection of life or health, (b) production and transportation of food and energy, (c) mass transportation, and (iv) national defense.

(ii.) Supplier's allocation plans may be put into effect on any geographic basis (including treating one geographic area differently from another) as Supplier may determine, without regard for the specific inventory at the place or places from which the supplied products are normally produced, shipped, or delivered.

(b) *INSURANCE.* Dealer shall continuously maintain general liability insurance and liquor liability insurance with such coverage as may be approved by Suppier and naming Supplier as an additional insured; and Dealer shall maintain workers' compensation insurance to all employees. Dealer shall furnish Supplier certificates establishing that the insurance requirements contained herein are met and maintained, from time to time, but at least annually, and upon request by Supplier. Additionally, Dealer shall reimburse Supplier, by EFT on a monthly basis, for any all insurance premiums incurred by Supplier, during the term of this Agreement, for fire, casualty, hazard, and liability insurance maintained by Supplier covering any equipment, accessories, fixtures and/or branding image items owned, leased, or rented by Supplier and installed at the Location. If Dealer fails

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to provide a certificate of insurance after written notice from Supplier, Supplier may obtain such insurance and charge Dealer the actual cost of the insurance plus an administrative fee of $100.00 per month.

(c) *CONTINGENCIES.* This Agreement, and the rights and obligations of the parties hereunder, is expressly contingent upon the approval of the Location, receipt of a survey of the Location supplied by Dealer, the branding image and specifications therefor, and Dealer's credit history being approved by Supplier's supplier. Further, in the event Supplier is obligated to cause the installation or upgrade of any motor fuel dispensing equipment or accessories at the Location, this Agreement is expressly contingent upon Supplier obtaining financing, by Agreement or otherwise, for such obligations upon terms and conditions acceptable to Supplier. Further is Agreement is contingent upon Dealer's third party landlord (and the prime landlord at the Location, if applicable), if any, executing an agreement 'in such form and substance satisfactory to Supplier and under which such landlord (and prime landlord) waives any right or claim, during the term of this Agreement, to the equipment, accessories, fixtures and branding image items installed and owned by Supplier, and acknowledges Supplier's exclusive right to supply motor fuel to the Location for the full term hereof. Dealer shall exercise good faith and make diligent efforts and cooperate with Supplier in obtaining the execution of such an agreement whereby landlord (and prime landlord) waives any right or claim, during the term of this Agreement, to the equipment, accessories, fixtures and branding image items installed and owned by Supplier, and acknowledges Supplier's exclusive right to supply motor fuel to the Location for the full term hereof. Failre to obtain such an agreement will give the Supplier the right to terminate this Agreement.

(d) *SEVERABILITY.* (i) If any one or more of the provisions of this Agreement are determined, by a court of competent jurisdiction, to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be of full force and effect. (ii) If, after the date of this Agreement, valid state or federal laws or regulations governing the relationship between Dealer and Supplier take effect, this Agreement shall be deemed amended and shall incorporate any mandatory requirements of such laws or regulations so long as they shall be effective, unless such amendment(s) shall operate to increase Supplier's taxes, costs or expenses hereunder, in which case Supplier shall have the option to terminate this Agreement by notice to Dealer.

(e) *ENTIRETY-AGREEMENT.* This Agreement constitutes the entire agreement and understanding between Supplier and Dealer merging and superseding all prior agreements, understandings, warranties and representations, whether oral, written, express, or implied, between Supplier and Dealer. All prior agreements between Supplier and Dealer concerning the subject matter hereof, relating to the Location

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defined herein, are hereby terminated. Neither this Agreement nor any modification or waiver of any of the provisions hereof shall be binding upon Supplier or Dealer unless in writing, duly executed by Dealer and a duly authorized Dealer of Supplier.

(f) *NOTICES.* Any notice provided for herein shall be given in writing and shall be considered properly given when received if personally delivered, provided by verifiable elctrontic means or, if deposited in the United States mail by certified mail, return receipt requested, postage prepaid, properly addressed by either party to the other at such party's address shown above, or at any changed address of which notice is duly given, as of the date received. Dealer has an obligation to notify Supplier if they move or otherwise change the address noted above. If Dealer fails to notify Supplier of an address change, all mail sent by Supplier to Dealer's address shown above shall be deemed sufficient notice whether claimed or unclaimed.

(g) *Governing Law and Venue.* All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Texas without giving effect to any choice of law provision or rule that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action, or other proceeding with respect to the Agreement in a Federal District Court located in the Northern District of Texas unless the jurisdiction of such courts is improper, in which event a Party may bring such suit, action or other proceeding in any court of competent jurisdiction in the District Court of Dallas County, Texas. Dealer consents to the exclusive jurisdiction of any state or federal court empowered to enforce the Agreement located in Dallas County, Texas, and waives any objection thereto on the basis of personal jurisdiction or venue. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

(h) *JOINT AND SEVERAL LIABILITY.* In the event more than one person, firm, company or entity are named as Dealer hereunder, each such named person, firm, company and entity shall be jointly and severally liable unto Supplier for the satisfaction of the obligations of Dealer hereunder; and Supplier may look to any, all or any combination of them for such satisfaction thereof.

(i) *CROSS-DEFAULTS.* Any default by Dealer under the terms of this Agreement shall likewise constitute a default of Dealer, under the terms of any and all other agreements between these same parties, including without limitation, other leases, motor fuel supply or commissioned sales agreements, purchase and /or sale agreement and other contracts, whether or not pertaining to the Location, or other location or locations or to the sale or purchase for resale of motor fuels or other products. This provision

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shall also apply to any agreements with Supplier's affiliates and related parties and in particular for the subject Location.

Default under the contracts shown in Exhibit A, will be considered a default of this Agreement.

Dealer expressly acknowledges Supplier would not have entered into this Agreement absent the agreements shown in Exhibit A. Further, the Dealer expressly acknowledges that not enforcing the cross-default provision would thwart the Supplier's bargain

In the event Dealer is a tenant of a third-party landlord at the Location, and tenant and/or third party landlord has acquired the written consent to this provision from such landlord by way of a separate document or agreement, default by Dealer hereunder shall likewise constitute a default under the terms of the lease between tenant and such landlord and a default under the lease shall be a default under this Agreement.

(j) *CREDIT CARD FRAUD SKIMMING.* Supplier shall have the right to immediately charge back to the Dealer any credit card "charge-backs" from the Supplier's Supplier immediately. In addition, Dealer is responsible for any credit card fraud which may occur at the Location including credit card skimming. Skimming is the theft of credit card information. This theft occurs when a third-party card-reading device is installed either outside or inside a fuel dispenser or other card-swiping terminal. This device allows a thief to capture a Dealer's credit and debit card information, including their PIN, with each card swipe. Dealer is responsible for any credit card or debit card information theft and the fraudulent charges that are a result of skimming. Dealer is required to daily check the pumps and all card swiping terminals for possible sources of Skimming.

(k) *QUALITY AND CLAIMS.* Supplier guarantees that all products delivered hereunder will be uniform in quality and according to industry standards. Any claim for deficiency in quality or quantity of any product is waived unless Dealer gives Supplier notice of such deficiency at time of delivery (or during the next period of regular business hours if night delivery) for quantity claims and within ninety-six (96) hours of discovery of the alleged deficiency for quality claims. Such notice shall fully set forth the facts on which Dealer's claim is based, and Supplier shall be given full opportunity to inspect, measure, and test the products and/or equipment involved. Dealer shall immediately notify Supplier if Suppliers equipment is leaking. Dealer's failure to comply with the above requirements shall operate as a waiver of any and all claims and remedies by Dealer against Supplier arising out of product defects, variances, or shortages.

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(l) *GUARANTEE.* This Agreement is guaranteed by the terms in the Personal Guarantee of Fuel Supply Agreement.

22. INVENTORY. Reserved.

23. CREDIT CARD SETTLEMENTS. Every week, Supplier shall provide a credit card settlement paid by check, EFT, or other agreed upon means, to Dealer. This settlement shall be for the net amount of credit card funds held on behalf of Dealer as of the last week, which shall be netted against any currently owing but unpaid invoices. The Location shall be settled in weekly periods from Wednesday to Wednesday and settlement paid out on Friday. This settlement shall not be assignable upon assignment or transfer of this Agreement without the express written consent of Supplier. Supplier reserves the right to change the credit card settlement terms at any time. Payment for fuel shall be seven (7) day credit or other deferred credit terms for payment.

[signature page to follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Wholesale Fuel Supply Agreement to be effective as of the Effective Date first written above.

SUPPLIER

HZ INVESTMENT & PROPERTIES LLC

By:_____

Hyder K. Lalani, Member

DEALER

HMK EXPRESS LLC

Signed by:
By: Mohsin Khan
93E74815541E4B7...

Mohsin R. Khan, its Owner

Signed by:
Mohsin Khan
93E74815541E4B7...

MOHSIN R. KHAN, Individually

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SCHEDULE 1 - PROPERTY DESCRIPTION

1105 Gray Hwy, Macon, GA 31211.

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SCHEDULE 2 – OPTION TO EXTEND TERM

Dealer shall have the option to extend the Term for an additional five (5) year term with at least sixty (60) days' notice to Supplier, prior to the expiration of the then existing Term. Supplier reserves the right to not extend the Term, but Supplier will not be unreasonably withhold approval of a reasonable request to extend the Term of the Agreement between the Supplier and the Dealer. Each extended Term shall be on the same terms and conditions as set forth in this Agreement, except as otherwise specifically stated herein.

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SCHEDULE 3 – PRODUCTS TO BE PROVIDED EXCLUSIVELY BY SUPPLIER

1. Regular, Super and Premium Gasoline;
2. Diesel;
3. E85/and other Ethanol Blends;
4. Bio Diesel;
5. Ethanol Free Fuel;
6. Boutique Fuels (Future);
7. Natural Gas Related Fuels (Future);
8. Electric Car Charging Networks (Future);
9. Lubricants and Oils (Future)
10. Hydrogen Fuels (Future); and
11. Any other fuel known or currently unknown used to power automobiles, trucks, tractors, boats, lawn mowers, etc.

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SCHEDULE 4 - EQUIPMENT, ACCESSORIES AND/OR FIXTURES TO BE INSTALLED BY SUPPLIER

None.

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SCHEDULE 5 - DEALER'S REPAIR/MAINTENANCE AND EQUIPMENT OBLIGATIONS

None.

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SCHEDULE 6 - BRANDING

The initial branding image to be installed at the Location, and the initial brand of motor fuels to be delivered to the Location for resale by Dealer shall be a brand approved by Supplier. Supplier reserves the right to change the brand at the Location at any time.

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SCHEDULE 7 – FINE SCHEDULE

No Name Tag:	$25.00
No Uniform:	$50.00
Illegal Drugs/Drug Paraphenalia:	$500.00

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SCHEDULE 8- ALTERNATIVE SECURITY DEPOSIT PROVISIONS

The security deposit provisions of section 16 of this Agreement are modified as follows:

The total security deposit shall be $25,000. In the event an ACH draft for the payment of fuel or the payment of rent is dishonored by Dealer's financial institution, the security deposit shall become $40,000.00 and collected at $.02 per gallon of fuel sold at the Location.

Said security deposit is collected and held by Supplier (HZ Investment & Properties LLC), and Kings Oil Company LLC is not responsible for the reimbursement of said security deposit at any time.

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SCHEDULE 9

Field Inspection Evaluation

Exterior

Main Price ID sign functional and lighted	2
Main Price ID sign unobstructed and free of non-oil company signage	1
Landscape Free of Trash	2
Landscape Grass Cut and Neat	4
Parking Lot Neat and Clean	2
Parking Lot free of weeds growth	1
Parking Lot with no pot holes	1
Freshly painted curbs, poles and parking lines	2
All MPDs functioning correctly	4
All MPDs clean, free of spider webs and dirt	1
Pump Islands clean and well maintained	1
Card reader working with RECEIPT paper present	2
Credit Card Applications present	2
Current POP Present and clean	2
Nozzles and hoses clean/functional	2
All MPD displays operational	1
Trash Receptacles not over flowing and CLEAN	1
Valet supplies present. (Squeegees, paper towel and water)	2
Spanner clean, lit and well maintained	1
Canopy fascia maintained and lit	1
Canopy Clean and well maintained	1
Canopy lights working	2
Exterior lights working	1
Dumpster area clean and without debris	1
No storage or objects outside the building or at dumpster	1
No abandoned or illegally parked vehicles	1
Air & Water hose working outside	1
Building Exterior clean, painted and well maintained	1
Building Side walk clean, unobstructed and pressure washed	1
Store windows clean, not cracked and free of extra signage	1
Front door clean and free of unnecessary signage	1
Operation hours posted	1

INTERIOR

Odor Free	1
Comfortable Temperature	1

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Inside Lights working and sufficient light	1
Clean Floor	2
Clean Walls / attractive & inviting ambiance	1
Ceiling tiles spotless and clean	1
Vents clean and dirt free	1
Clutter Free merchandising / Dealer navigation friendly	1
Floor Merchandisers well organized, properly placed and allowing navigation	1
Fully Stocked and Merchandised	1
No handwritten signs in the store	1
Shelves clean, free of dirt and front faced	1
Beverage Bar clean and inviting	1
Beverage equipment operational	1
Beverage Bar stocked	1
Cooler operational and clean	1
Cooler lights working	1
Check out area clean, clutter free and inviting	1
Waste receptacles clean and not overflowing	1
No storage in Dealer visible sales area	1

BATHROOMS

All available bathrooms open for Dealer use	1
Bathroom floors clean and neat	1
Bathroom walls clean and free of graffiti	1
Bathroom supplies present	2
Bathroom door clean, lock functioning correctly	1
Bathroom equipment Commode, urinal, sink, mirror, soap disp, paper disp, towel disp	1
Bathroom trash clean, not overflowing and well maintained	2

DEALER SERVICE

CSR in Uniform shirt	5
CSR wearing name tag	3
CSR well groomed	1
CSR acknowledged at entry and first interaction	1
CSR made eye contact	1
CSR courteous and provides pleasant Dealer service	1
CSR repeats sales amount and counts cash back	1
CSR provides welcome and parting remarks	1
CSR familiar with Oil Co programs and offers program sales	2

MISC

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Pornographic Magazine on display	3
Any type of Drug Paraphernalia present	3
TOTAL SCORE	**100**

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Credit Card Schedule
Upon Conversion

Sales at Store		Notice to Kings Oil	Payment to Kings Oil	Payment to Dealer
Monday		Tuesday	Wednesday	Thursday
Tuesday		Wednesday	Thursday	Friday
Wednesday		Thursday	Friday	Monday
Thursday		Friday	Monday	Tuesday
Friday		Monday	Monday	Tuesday
Saturday		Monday	Monday	Tuesday
Sunday		Monday	Tuesday	Wednesday

Billing Terms

Load to Load
Payment is due at the earlier of 10 days or the date a new load is delivered.

7 Days
Payment is due within 7 days from date of delivery.

(Assuming 7-day payment terms)

Delivery Date	Draft Notice	Payment Due
Saturday	Friday	Monday
Sunday	Friday	Monday
Monday	Friday	Monday
Tuesday	Monday	Tuesday
Wednesday	Monday	Wednesday
Thursday	Tuesday	Thursday
Friday	Wednesday	Friday

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Exhibit A

The following agreements between Supplier and Dealer shall be subject to the cross-default provisions of this Agreement:

1. Lease Agreement dated November 1, 2024 by and between HZ Properties & Marketing LLC and HMK EXPRESS LLC.

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PERSONAL GUARANTY OF FUEL SUPPLY AGREEMENT

In order to induce **HZ INVESTMENT & PROPERTIES LLC**, a Georgia limited liability company to enter into this Agreement with MOHSIN R. KHAN ("Obligor") and for other good and valuable consideration received, the undersigned, jointly and severally, irrevocably and unconditionally guaranty to **HZ INVESTMENT & PROPERTIES LLC** the prompt payment, performance and observance of those obligations contained in the Fuel Supply Agreement dated November 1, 2024 ("Agreement"), and all indebtedness, liabilities, obligations and agreements of any kind Obligor to **HZ INVESTMENT & PROPERTIES LLC**, however evidenced, whether now existing or hereafter arising, whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured or original, renewed or extended (the "Obligations").

The undersigned hereby waives notice of acceptance of this guarantee and notice of any Obligations, and waives presentment, demand for payment, protest, notified of dishonor, or non-payment with respect to the Obligations.

The liability of the undersigned hereunder is primary and unconditional and shall not be subject to any offset, defense, or counterclaim of the Obligor. The liability of the undersigned shall not be discharged or satisfied hereunder except by the full payment and performance of all of the Obligations guaranteed hereunder, with interest until fully paid. This guarantee shall not be impaired or affected by, nor shall the undersigned have any defense hereto based upon any modification, supplement, extension, or amendment of the Obligations or any agreement relating thereto; or any of the Obligations or any of such agreements. This guarantee is a continuing one and is one of payment and not of collection.

The obligations of the undersigned hereunder shall be irrespective of the genuineness, validity, regularity, or enforceability of the Agreement or any circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

The liability of the undersigned on this guarantee shall be primary, direct, and immediate and not conditional or contingent upon pursuit by **HZ INVESTMENT & PROPERTIES LLC** of any remedies it may have against the Obligor, or its successors and assigns, or any other guarantor or any other person whatsoever, with respect to the Agreement, whether pursuant to the terms therefor by law. Without limiting the foregoing, **HZ INVESTMENT & PROPERTIES LLC** shall not be required to make any demand on Obligor, simultaneously with or prior or subsequent to enforcing **HZ**

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INVESTMENT & PROPERTIES LLC's remedies hereunder against the undersigned. Any one or more successive and/or concurrent actions may be brought hereon against the undersigned either in the same actions, if any, brought against Obligor or in separate actions, as often as **HZ INVESTMENT & PROPERTIES LLC** deems advisable.

No delay on the part of **HZ INVESTMENT & PROPERTIES LLC** in exercising any of its options, powers, or rights shall constitute a waiver thereof. This guaranty contains the entire agreement of **HZ INVESTMENT & PROPERTIES LLC** and the undersigned and no waiver of any of **HZ INVESTMENT & PROPERTIES LLC's** rights hereunder and no modification amendment of this guaranty shall be deemed to be made by **HZ INVESTMENT & PROPERTIES LLC** unless the same shall in writing, duly signed on behalf of **HZ INVESTMENT & PROPERTIES LLC** and such waiver, if any, shall apply only with respect to the specific instance involved. The undersigned shall have no right of subrogation against the Obligor or any of its assets or property or any security held for any Obligations until **HZ INVESTMENT & PROPERTIES LLC** shall have been paid in full all Obligation.

This guarantee shall be governed and construed in accordance with the laws of the State of Texas and shall be binding upon the undersigned, their heirs, executors, administrators, successors, and assigns and shall inure to the benefit of **HZ INVESTMENT & PROPERTIES LLC**, its successors, and assigns.

The undersigned, if more than one, shall be jointly and severally liable hereunder, and the term "undersigned", wherever used herein, shall mean all the undersigned and any one or more of them. Anyone signing this guarantee shall be bound hereby whether or not anyone else signs this guarantee at any time. The term "**HZ INVESTMENT & PROPERTIES LLC**" includes any agent for **HZ INVESTMENT & PROPERTIES LLC** or acting for it.

Guarantor

Signed by:
Mohsin Khan
93E74815541E4B7...

Name: MOHSIN R. KHAN

DocuSign

Certificate Of Completion

Envelope Id: D9C80C5F7A62428FBCDE0DD63042FF61
Status: Sent
Subject: Complete with Docusign: Lease & Wholesale Fuel Supply Agreement for 1105 Gray Hwy
Source Envelope:
Document Pages: 60
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Briskin Cross & Sanford LLC - Docusign
33 South Main Street
Suite 300
Alpharetta, GA 30009
docusign@briskinlaw.com
IP Address: 209.10.146.36

Record Tracking

Status: Original
11/6/2024 12:29:26 PM
Holder: Briskin Cross & Sanford LLC - Docusign
docusign@briskinlaw.com
Location: DocuSign

Signer Events	Signature	Timestamp
Mohsin Khan Mohsinrk1019@gmail.com Owner Security Level: Email, Account Authentication (None)	Signed by: Mohsin Khan 93E74815541E4B7... Signature Adoption: Pre-selected Style Using IP Address: 162.202.34.229 Signed using mobile	Sent: 11/6/2024 12:50:58 PM Viewed: 11/7/2024 8:51:42 PM Signed: 11/11/2024 2:43:21 PM
Electronic Record and Signature Disclosure: Accepted: 11/7/2024 8:51:42 PM ID: 38733114-30f8-4101-878c-fa63d1166f26		
Hyder Lalani dannylalani@gmail.com Member Security Level: Email, Account Authentication (None)		Sent: 11/11/2024 2:43:25 PM
Electronic Record and Signature Disclosure: Accepted: 12/8/2023 7:27:28 AM ID: e5d5d160-83c7-42aa-ac88-168ea854a06b		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Yoko Ariza yariza@briskinlaw.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 5/9/2023 8:53:08 AM ID: a16f7f2f-186e-40a2-8522-9b452b96d630		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	11/6/2024 12:50:58 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

Electronic Record and Signature Disclosure created on: 5/8/2023 3:43:44 PM

Parties agreed to: Mohsin Khan, Hyder Lalani, Yoko Ariza

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Briskin, Cross Sanford, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact Briskin, Cross Sanford, LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: scourtney@briskinlaw.com

To advise Briskin, Cross Sanford, LLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at scourtney@briskinlaw.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Briskin, Cross Sanford, LLC

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

To withdraw your consent with Briskin, Cross Sanford, LLC

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

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to scourtney@briskinlaw.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Briskin, Cross Sanford, LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Briskin, Cross Sanford, LLC during the course of your relationship with Briskin, Cross Sanford, LLC.

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Agent Certification

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

Agent's Signature: MOHSIN KAHN Date: 01-29-2025

Business Name: HMK EXPRESS LLC

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

This 29 day of January, 2025.

NOTARY PUBLIC

11/16/26
MY COMMISSION EXPIRES

NIZAR JANMOHAMMAD NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 14, 2026

Owner/Individual Certification

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

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

Title: _____

Business Name: _____

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

This _____ day of _____, 20_____

_____ _____

NOTARY PUBLIC MY COMMISSION EXPIRES

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PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: HMK EXPRESS LLC

Business Address: 1105 GRAY HWY, MACON, GA 31211

Instructions:

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

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

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

Definitions:

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

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

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

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

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

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

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

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

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

Applicant/Agent Signature

01/29/2025
Date

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SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

Business Name: MOSHIN KHAN

Business Address: 1105 GRAY HWY, MACON, GA 31211

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

Code Enforcement Department Designee

3-6-2025
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.

Applicant/Agent Signature

1/29/2025
Date

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Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
mohsin R	mohsin R khan	1/24/2025

Rev. 9/2020

Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

Alcohol License Questionnaire

Name of Business: HMK EXPRESS LLC
Owner's Name: MOSHIN KHAN
Address: 1105 GRAY HWY
MACON, GA 31211

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

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

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

Please circle one: Relation, see below No Relation ✓

_____

_____

_____

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

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

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

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

mohsin R khan — mohsin R

Printed Name of Person Completing Form — Signature of Person Completing Form

01/29/2025
Date

Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

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: HMK EXPRESS LLC

Business Address: 1105 GRAY HWY, MACON, GA 31211

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

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

Mohsip [signature] 1/29/2025

Applicant/Agent Signature Date

Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

1. _____
   Name Date of Birth GBPDSA Private Security License #

2. _____
   Name Date of Birth GBPDSA Private Security License #

3. _____
   Name Date of Birth GBPDSA Private Security License #

4. _____
   Name Date of Birth GBPDSA Private Security License #

5. _____
   Name Date of Birth GBPDSA Private Security License #

6. _____
   Name Date of Birth GBPDSA Private Security License #

7. _____
   Name Date of Birth GBPDSA Private Security License #

8. _____
   Name Date of Birth GBPDSA Private Security License #

9. _____
   Name Date of Birth GBPDSA Private Security License #

Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

Business Owner

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: MOHSIN KHAN
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.

Mohsin R Khan Mohsin Khan
Print and Sign Name

Sworn to and subscribed before me this
23 day of January, 2025.

Notary Public
My commission expires:
11/14/2026

NIZAR JANMOHAMMAD NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 14, 2026

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

Property Owner

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Mohsin Khan -
2. Name of the subject of this Certificate, if different from the applicant:
HMK Express LLC.
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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.

HYDER ZAIDI
Print and Sign Name

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

Outaibah Badwan
Notary Public
My Commission Expires: 10/07/2027

OUTAIBAH BADWAN NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES 10/07/2027

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

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: Mohsin Khan – No fingerprints needed

Business Name: HMK Express LLC DBA Express

Business Address: 1105 Gray Highway, Macon, GA 31211

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

Granted DocuSigned by: 3/13/2025
1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

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

Docusign Envelope ID: 85C40154-05CD-463C-B845-94E5FC90BB6E

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 7/31/2025 (Date) DS SD (Initials)

Comments

After review, legal recommends denial. The applicant failed to demonstrate a right to possession of the property and did not provide a required Certificate of Good Standing. The County Attorney's Office attempted to contact the applicant on numerous occasions to rectify the deficiencies but the applicant was unresponsive

Initials

Initial SF Stephanie Freeman, Administrative Office Specialist

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ADDED TO THE MAY 5, 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 Reporter Newspaper.
7. If any business entity other than Sole Ownership…Must submit a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity…Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

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

Rev.12/24

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

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

BUSINESS

Federal Tax ID #: 39-4110694 State Tax ID#: 3D9-1D9404

Business Name: APS Hidden Hideaway Corporate and Trade Name: _____

Local Business Address: 4274 Broadway Macon Ga 31206
(P.O. Box Not Allowed) City State Zip

Mailing Address: 4274 Broadway Macon Ga 31206
Street Address (City State Zip)

Local Business Phone #: 478-781-5656 Email Address: apshiddenhideaway25@yahoo.com

Contact Person: Stephen Amerson Contact Phone #: 478-973-7143

AGENT

Agent's Name: Stephen Amerson Agent's Title: owner

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

Home Address: 120 Dumbarton Dr City: Macon State: Ga Zip: 31210

Home Phone #: 478-973-7143 Email: _____

Mailing Address: 2838 Gray Hwy City: Macon State: Ga Zip: 31211

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 12/24

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Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the BCSO 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):	Robert Stephen Amerson		
Address	120 Dumbarton Dr Macon GA 31210		
Sex	Race	Date of Birth	Social Security Number
M	W	[redacted]	

This authorization is valid for 90 days from date of signature.

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

Signature — Date: 2/20/26

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

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

Purpose Code used: (Check all that apply)

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

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

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

Agency Designee Signature and Title — Date

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

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: Aps Hidden Hideaway

Printed Name of Applicant: Stephen Amerson

*Signature of Applicant: Stephen Amerson

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 11th DAY OF FEBUARY, 2026.

Tina Jones
NOTARY PUBLIC

5/7/27
MY COMMISSION EXPIRES

TINA JONES NOTARY PUBLIC BIBB COUNTY, GEORGIA MY COMM. EXPIRES 05/07/2027

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

MEASUREMENT FORM

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

APPLICANT: **Stephen Amerson**

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

BUSINESS LOCATION: **4274 Broadway, Macon, GA**

BUSINESS NAME: **APS Hidden Hideway**

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: 2/16/22

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

Dani.

Dani.

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

Mo# 22-11-456 2591

APPLICATION FOR AFFIDAVIT

DATE: 2/12/26

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

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: ✓

BEER ✓

WINE ✓

MIXED DRINKS (Liquor) ✓

PACKAGE SALE TO GO: _____

BEER _____

WINE _____

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: Aps Hidden Hideaway

LOCATION OF BUSINESS: 4204 Broadway Macon Ga 31206

PERSON APPLYING FOR AFFIDAVIT: Stephen Amerson

TELEPHONE: 478-733-3424

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!

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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.

AP's Hidden Hideaway
#4274 Broadway
22,650' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Highway
4,600' — MHA housing unit property line

Pendleton Homes

OK! PJH

Paul J. Hornowski
February 12, 2026

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Aps Hidden Hideway

Business Address: 4274 Broadway Macon Ga 31206

Instructions:

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

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

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

Definitions:

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

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

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

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

☐ 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.

Stephen Amerise
Applicant/Agent Signature

2/12/20
Date

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MACON-BIBB COUNTY ENGINEERING
780 THIRD STREET
MACON, GEORGIA 31201-3262

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CONSUMED ON PREMISES: ✓

BEER ✓

WINE ✓

MIXED DRINKS (Liquor) ✓

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BEER _____

WINE _____

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: Aps Hidden Hideaway

LOCATION OF BUSINESS: 4274 Broadway Macon GA 31206

PERSON APPLYING FOR AFFIDAVIT: Stephen Amerson

TELEPHONE: 478-733-3424

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Business Address: 4274 Broadway Macon Ga 31206

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the Monroe County/Macon Reporter
Covering Monroe and Bibb Counties

AFFIDAVIT OF PUBLICATION

STATE OF GEORGIA
COUNTY OF BIBB

I, Will Davis, do solemnly swear I am the Publisher of the Monroe County/Macon Reporter, the official organ for Bibb County, Georgia, and that the legal advertisement of Notice of Publication:

ALCOHOL LICENSE: APs Hideaway 4274 Broadway APPLICANT Steven Amerson

was published in the Monroe County/Macon Reporter on the following date(s):

02/18/2026 and 02/25/2026

Will Davis, Publisher

Sworn to and subscribed before me.

this 21 day of February 2026

Lana Marie Seay
Notary Public

My commission expires:
09/05/2028

Lana Marie Seay
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

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

ZONING COMPLIANCE

PERMIT NO: ZC-2025-2971	**PERMIT TYPE:** Limited Use	**DATE ISSUED:** 02/06/2026
PARCEL NO: P1020205	**ZONING DISTRICT:** M-1	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	stephen amerson	
	Aps Hidden Hideaway LLC	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	4274 BROADWAY	
PROPERTY OWNER'S NAME:	FIRST AMERICAN SERVICES LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing restaurant & bar and shall continue its operation as it is currently. The hours of operation are Wednesday to Sunday from 11:00 am till 12:00 am. Amplified music and entertainment are allowed during the hours of operation. Alcohol can be served on premises. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 02/06/2027

APPROVED BY: Trisha Kawa

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**APs Hidden Hideaway LLC**	Control Number:	**25170264**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Accommodation and Food Services**	NAICS Sub Code:	**Full-Service Restaurants**
Principal Office Address:	**4274 broadway, Macon, GA, 31216, USA**	Date of Formation / Registration Date:	**8/26/2025**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2027**

REGISTERED AGENT INFORMATION

Registered Agent Name: **NORTHWEST REGISTERED AGENT LLC**

Physical Address: **8735 Dunwoody Place, STE N, Atlanta, GA, 30350, USA**

County: **Dekalb**

Back Filing History Name History Return to Business Search

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

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: Ap's Hidden Hideaway Name of Corporation: Ap's Hidden Hideaway, LLC

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

Individual:

Name and Title: StephenAmerson _____ Telephone Number: 478-973-7143

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

Residential Street Address: 130 Dumbarton Dr Macon Ga 31210

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

Mailing Address: 2838 Gray Hwy Macon Ga 31211

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☒ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): 1
- Member holdings 100 % of all outstanding membership interests.

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

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

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Robert Last Name: Amerson

Home Address: 120 Dumbarton Dr City: Macon State: GA Zip: 31210

Home Phone #: 478-973-7143 Email: Samerson8@gmail.com

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

Mailing Address: 120 Dumbarton Dr City: Macon State: GA Zip: 31210

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

CERTIFICATION

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

Applicant's Signature — Date: 2/20/26

I hereby certify that Robert Stephen Amerson 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 20 day of Feb, 20 24.

Notary Public

LaRhonda J Thompson NOTARY PUBLIC MY COMMISSION EXPIRES 01/25/2028 BIBB COUNTY, GEORGIA

My Commission Expires: 1-25-28

Rev. 7/202121

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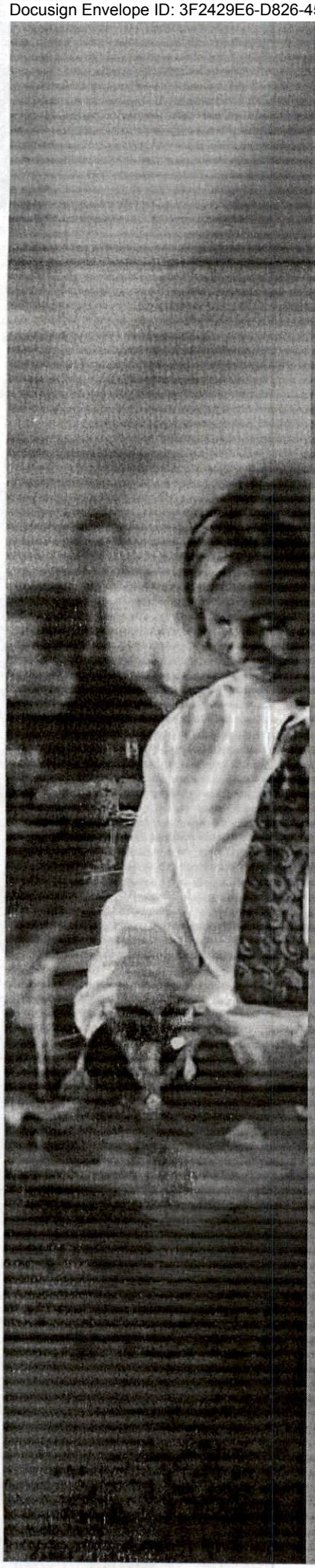

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

ServSafe
National Restaurant Association

ID # 28416685

CARD # 28704486

ServSafe Alcohol® CERTIFICATE

STEPHEN AMERSON

NAME

2/24/2026

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

This certificate confirms completion of the **ServSafe Alcohol®** responsible alcohol service program.

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

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17110801 v.1711

In Alaska you must laminate your card for it to be valid.

NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

NATIONAL RESTAURANT ASSOCIATION

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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Recycled Paper

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Robert Amerson



AH001745

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Agreement") is entered into as of April 1, 2025, by and between Aubrey Parten ("Landlord") and Stephen Amerson ("Tenant").

1. PREMISES

Landlord hereby leases to Tenant the commercial premises located at 4274 Broadway, Macon, GA 31206 (the "Premises").

2. TERM

The term of this lease shall commence on April 1, 2025, and shall continue on a month-to-month basis unless terminated by either party with at least thirty (30) days written notice.

3. RENT

Tenant agrees to pay Landlord monthly rent in the amount of $1,200.00, due on the first (1st) day of each month. Payments shall be made to Landlord at an address designated by Landlord.

4. LATE FEE

If rent is not received by the tenth (10th) day of the month, Tenant shall pay a late fee of One Hundred Dollars ($100.00).

5. SECURITY DEPOSIT

Tenant has paid the sum of $1,200.00 as security deposit, equal to the first month's rent. This deposit shall be applied in accordance with Georgia law.

6. USE OF PREMISES

The Premises shall be used exclusively for commercial purposes and shall not be used for any unlawful purposes.

7. UTILITIES

Tenant shall be responsible for all utilities and services required on the Premises.

8. MAINTENANCE AND REPAIRS

Landlord shall be responsible for structural and major repairs. Tenant shall maintain the Premises in a clean and sanitary condition and be responsible for minor repairs.

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9. ALTERATIONS AND SIGNAGE

Tenant shall not make alterations or install signage without prior written consent of Landlord.

10. INSURANCE AND LIABILITY

Tenant shall maintain general liability insurance covering its operations at the Premises and provide proof upon request. Tenant agrees to indemnify and hold Landlord harmless from any claims arising from Tenant's use of the Premises.

11. AS-IS CONDITION

Tenant accepts the Premises in its current 'AS-IS' condition.

12. TERMINATION

Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

13. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Georgia.

SIGNATURES

8-25-25

Landlord: Aubrey Parten

Tenant: Stephen Amerson

Date: 8-25-25

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

Agent Certification

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

Agent's Signature: Stephen Amerson Date: 2/11/24

Business Name: Aps Hidden Hideaway

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

This 11 day of FEBUARY, 2024.

Tina Jones
Notary Public

TINA JONES NOTARY PUBLIC BIBB COUNTY, GEORGIA MY COMM. EXPIRES 05/07/2027

5/7/27
My Commission Expires

Ownership/Individual Certification

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

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

Title: _____

Business Name: _____

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

This _____ day of _____, 20____.

_____
Notary Public

_____
My Commission Expires

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Aps Hidden Hideaway

Business Address: 4274 Broadway Macon Ga 31206

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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.

Stephen Dinwin
Applicant/Agent Signature

2/20/26
Date

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

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: Aps Hidden Hideaway

Business Address: 4274 Broadway Macon Ga 31204

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

Code Enforcement Department Designee — Date: 2/24/24

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

C.A Stephanie — Applicant/Agent Signature — Date: C.A 2-24-24

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

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
Stephen Amerson	Stephen Amerson	2/11/24

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

Alcohol License Questionnaire

Name of Business: Aps Hidden Hideaway
Owner's Name: Stephen Amerson
Address: 4274 Broadway
Macon Ga 31206

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

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

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

Please circle one: ___ Relation, see below ✓ No Relation

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

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

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

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

Stephen Amerson
Signature

Stephen Amerson
Print Name

2/11/24
Date

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

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: Aps Hidden Hideaway

Business Address: 4274 Broadway Macon Ga 31206

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

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

Applicant/Agent Signature

2/20/26
Date

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: Robert Stephen Amerson
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: SIDEWALK CAFE' PERMIT	

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.

Robert Stephen Amerson
Print and Sign Name

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

Notary Public
My Commission Expires: 04.06.2029

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

Macon-Bibb County
Certificate of Good Standing

.Name and Title of the usiness Owner: Stephen Amerson owner

2.Name of the subject of this Certificate, if different from the applicant:
Aubrey Parten (Landlord)

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

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

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

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
11th day of February, 2026.

Tina Jones
Notary Public
My Commission Expires: 5/7/27

TINA JONES NOTARY PUBLIC BIBB COUNTY, GEORGIA MY COMM. EXPIRES 05/07/2027

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

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: Robert Amerson – Fingerprints completed 02/26

Business Name: Aps Hidden Hideaway LLC DBA Aps Hidden Hideaway

Business Address: 4274 Broadway, Macon, GA 31206

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

Granted DocuSigned by: 3/10/2026
Sheriff, Macon-Bibb County, Georgia **Date**

Denied 1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

Docusign Envelope ID: 3F2429E6-D826-45E7-8CB8-147BD31E4F1E

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

Review Form

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

The following required documents are included in the application:

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

Legal Review 4/20/2026 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

ADDED TO THE MAY 5, 2026 PRE-COMMISSION MEETING

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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	$2,900	*Malt Packaged to Go	$800	Wine Packaged to Go	$700
✓ *Distilled Spirits C.O.P.	$2,900	✓ *Malt C.O.P	$800	✓ *Wine C.O.P	$700
*Distilled Spirits Wholesaler	$3,600	*Malt Wholesaler	$1,000	Wine Wholesaler	$800
*Distilled Spirits Manufacturers	$4,300	*Malt Manufacturer	$2,500	Wine Manufacturer	$1,700
Brewpub	$2,500	Out-of-Town Wholesaler	$100	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 = $ $4800

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.12/24

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

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

BUSINESS

Federal Tax ID #: 39-4912937 State Tax ID#: _____

Business Name: Howe Cocktails Corporate and Trade Name: Howe Cocktails LLC

Local Business Address: 368 2nd st. Macon, GA 31201
(P.O. Box Not Allowed) City State Zip

Mailing Address: 964 Cole st Macon GA 31201
Street Address (City State Zip)

Local Business Phone #: (336)775-6522 Email Address: heatherowensnc@gmail.com

Contact Person: Heather Owens Contact Phone #: (336)775-6522

AGENT

Agent's Name: Heather Owens Agent's Title: Owner

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

Home Address: 964 Cole St. City: Macon State: GA Zip: 31201

Home Phone #: (336)775-6522 Email: heatherowensnc@gmail.com

Mailing Address: 964 Cole St. City: Macon State: GA Zip: 31201

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 12/24

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

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):	Heather Brittany Owens		
Address	964 Cole st. Macon GA 31201		
Sex	Race	Date of Birth	Social Security Number
Female	White	[redacted]	

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

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

Signature _____ Date 1/9/26

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

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

Purpose Code used: (Check all that apply)

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

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

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

_____ _____

Agency Designee Signature and Title Date

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

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

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

1) X I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**

2) _____ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

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

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

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

Business Name: House Cocktails

Printed Name of Applicant: Heather Owens

*Signature of Applicant: [signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 2nd DAY OF March, 2026.

Amanda Rivera Martinez [signature]
NOTARY PUBLIC

March 18th 2028
MY COMMISSION EXPIRES

AMANDA RIVERA MARTINEZ
NOTARY PUBLIC
Houston County
State of Georgia
My Comm. Expires March 18, 2028

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

MEASUREMENT FORM

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

APPLICANT: **Heather Owens**

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

BUSINESS LOCATION: **368 Second St, Macon, GA**

BUSINESS NAME: **House Cocktails**

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: 1/28/26

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

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

164127

APPLICATION FOR AFFIDAVIT

DATE: 1/12/26

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

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: ✓

BEER ✓

WINE ✓

MIXED DRINKS (Liquor) ✓

PACKAGE SALE TO GO: _____

BEER _____

WINE _____

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: House Cocktails

LOCATION OF BUSINESS: 368 2nd St.

PERSON APPLYING FOR AFFIDAVIT: Heather Owens

TELEPHONE: (336) 775-6522

heatherowensnc@gmail.com

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

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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.

House Cocktails

#368 Second Street

3,300' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Hwy.

4,050' — MHA housing unit property line

Mounts Homes

OK!

Paul J. Hornowski

January 20, 2026

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

McClatchy

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

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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
	IPL0299917	Legal Ad - IPL0299917		1.0	28.0L

ATTENTION: Heather Owens
964 Cole St.
Macon, GA 31201
heatherowensnc@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:
12/21/25 Print, 12/28/25 Print

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Alcohol License

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the December 27, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as House Cocktails, 368 2nd st. . 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 20, 2025. Heather Owens, Applicant
IPL0299917
Dec 21,28 2025

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on Dec 29, 2025, 10:11 AM EST

Online Notary Public. This notarial act involv the use of online audio/video communicatior technology. Notarization facilitated by SIGNi

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ZONING COMPLIANCE

PERMIT NO: ZC-2025-3052	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 01/06/2026
PARCEL NO: R073-0253	**ZONING DISTRICT:** CBD-1	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Heather Owens House Cocktails	
PROPOSED USE:	New Business Application	
ADDRESS OF PROPOSED USE:	368 SECOND ST AKA 362 SECOND ST	
PROPERTY OWNER'S NAME:	GRIFFITH DOWNTOWN INVESTMENT	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a cocktail lounge business in an existing commercial building. The hours of operation are Thursday to Sunday 6pm till 11pm. No amplified music is allowed. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 01/06/2027

APPROVED BY: Trisha Kawa

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

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Control Number : 25247377

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

House Cocktails LLC
a **Domestic Limited Liability Company**

has been duly organized under the laws of the State of Georgia on **12/19/2025** 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 **12/29/2025**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 12/19/2025 2:57:37 PM

BUSINESS INFORMATION

CONTROL NUMBER	25247377
BUSINESS NAME	House Cocktails LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	12/19/2025

PRINCIPAL OFFICE ADDRESS

ADDRESS	964 cole st, macon, GA, 31201, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Heather Owens	964 Cole St., Macon, GA, 31201, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
Heather Owens	ORGANIZER	964 Cole Street, Macon, GA, 31201, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Heather Owens
AUTHORIZER TITLE	Organizer

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**House Cocktails LLC**	Control Number:	**25247377**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Owes Current Year AR**
NAICS Code:	**Accommodation and Food Services**	NAICS Sub Code:	**Drinking Places (Alcoholic Beverages)**
Principal Office Address:	**964 cole st, macon, GA, 31201, USA**	Date of Formation / Registration Date:	**12/19/2025**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Heather Owens**

Physical Address: **964 Cole St., Macon, GA, 31201, USA**

County: **Bibb**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

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Ownership Disclosure Form

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

Business:

Trade Name: House Cocktails Name of Corporation: House Cocktails LLC

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

Individual:

Name and Title: Heather Owens Owner Telephone Number: (336)773-6522

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

Residential Street Address: 964 Cole st. Macon GA 31201

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

Mailing Address: 964 Cole st Macon GA 31201

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): 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: _____

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Heather Last Name: Owens

Home Address: 964 Cole st. City: Macon State: HA Zip: 31201

Home Phone #: (336) 775-6522 Email: heatherowensnc@gmail.com

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

Mailing Address: 964 Cole st. City: Macon State: GA Zip: 31201

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

CERTIFICATION

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

Applicant's Signature — Date: 1/5/26

I hereby certify that Heather Owens 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 5th day of January, 20 26.

Notary Public

KATHERINE ALIDA AULTMAN NOTARY PUBLIC EXPIRES GEORGIA NOV 17TH 2027 BIBB COUNTY

My Commission Expires: NOV 17th 2027

Rev. 7/202121

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Heather Last Name: Owens

Home Address: 964 Colest City: Macon State: GA Zip: 31201

Home Phone #: (336) 775-6522 Email: heather@housecocktails macon .com

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

Mailing Address: 964 Cole st City: Macon State: GA Zip: 31201

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

CERTIFICATION

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

Applicant's Signature

3/2/26
Date

I hereby certify that Heather Owens 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 2nd day of March, 20 26.

Amanda Rivera Martinez
Notary Public

March 18th 2028
My Commission Expires

AMANDA RIVERA MARTINEZ
NOTARY PUBLIC
Houston County
State of Georgia
My Comm. Expires March 18, 2028

Rev. 7/202121

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4Q3YDELXIXTIW

Certificate of Completion

This is to certify that

Heather Owens

has completed the training course

ALCOHOL AWARENESS COURSE - MACON-BIBB

Monday, Mar 02 2026

Marshall Talley
Trainer

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

Heather Owens



AH001751

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

Griffith Downtown Investments, LLC

COMMERCIAL LEASE CONTRACT

THIS LEASE, made this 12th day of January of, 2026 between GRIFFITH DOWNTOWN INVESTMENTS, LLC first party (hereinafter called "Landlord") and House Cocktails LLC, second party (hereinafter called "Tenant").

WITNESSETH:

Premises

1. The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid kept and performed by the Tenant, has leased and rented, and by these presents leases and rents unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

Known as 368 Second Street, Macon, GA 31201

to be used for no other purposes than a bar.

for the term of Five years commencing on the 12th day of January, 2026, and ending on the 31st day of December, 2030 for which the Tenant agrees to pay **Griffith Downtown Investments, PO Box 779, Macon, Georgia 31202** on the first of each rental month, in advance, a monthly rental of:

01012026-12312026	**$1,000 / month**
01012027-12312027	**$1,050 / month**
01012028-12312028	**$1,100 / month**
01012029-12312029	**$1,150 / month**
01012030-12312030	**$1,200 / month**

January, February and March rent of 2026 will be waived to allow for build out. April and May ($2000 total) are due at signing of this lease.

Tenant has the option to renew this lease for an additional five years at the following rates. If she decides not to renew, we must receive notice 90 days before January 1, 2031.:

Year One	**$1,400 / month**
Year Two	**$1,450 / month**
Year Three	**$1,500 / month**
Year Four	**$1,550 / month**
Year Five	**$1,600 / month**

SECURITY DEPOSIT: Tenant shall deposit with Landlord on the signing of this lease the sum of $0, as security for the performance of Tenant's obligations under this lease, including without limitation the surrender of possession of the premises to Landlord as herein provided. If Landlord applies any part of the deposit to cure any default of Tenant, Tenant shall on demand deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the term of this lease.

TAXES: Real Property taxes shall be paid by Lessor. All personal property taxes attributable to personal property within the leased premises shall be paid by Lessee.

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INSURANCE: Tenant shall, at Tenant's sole cost and expense, maintain and keep in force for the life of this Lease a general liability insurance policy insuring the Premises for claims for bodily injury, death and/or property damage, with a combined single limit of $1,000,000.00 per accident or occurrence. Tenant shall also procure all industry standard insurance for performing a buildout of the Premises, including without limitation, a Builder's Risk policy.

Landlord shall be named as an additional insured in each such policy. The aforesaid dollar limits shall not in any way limit the liability of Tenant. The insurance will be with a company acceptable to Landlord.

Prior to the commencement date, Tenant shall deliver to Landlord a certificate of insurance for the aforesaid insurance policies. Each policy of insurance shall provide for ten (10) days prior written notice to Landlord of termination or material modification of said policy by the insurance carrier. At least ten (10) days prior to the date of each annual renewal of the policy, Tenant shall deliver a certificate to Landlord evidencing the renewal, and proof of payment of the premium for the renewal.

LATE CHARGE ; SERVICE CHARGE FOR RETURNED CHECKS: A Late Charge of 10% of the rent due will be due on any rents received after the 10th of the month. A Service Charge of $25.00 will be due on any returned checks.

_____TENANT'S INITIALS _____TENANT'S INITIALS

ALCOHOL PERMITS: Lessee shall be responsible for obtaining all required beer, wine and liquor license for the retail sales of alcohol. Lessee must diligently peruse obtaining any and all required alcohol licenses and shall have all formal applications submitted to all local, state and federal government entities as soon as possible.

ABANDONMENT/GOVERMENTAL ORDERS: Tenant agrees not to abandon or vacate the Premises during the period of this Lease and to comply with and carry out all rules, orders, requirements, ordinances, and regulations of Federal, State, City and/or County governments.

REPAIRS BY LANDLORD: Tenant accepts Premises in its present condition and agrees to surrender said Premises in as a good condition at the expiration of this Lease, natural wear and tear excepted. Landlord shall not be required to make any repairs or improvements to Premises except to keep in good order the roof, the foundation, exterior walls (not including exterior windows), and abutting of sidewalks; provided however, that the cost of any such repairs required as a result of the negligence or willful act of Tenant, its customers, licensees, agents, servants or employees shall be borne by Tenant. Any plumbing issues not within the tenants space will not be the responsibility of the tenant.

REPAIRS BY TENANT: Tenant, at his own expense, whether the same be property of Landlord or Tenant, shall promptly repair and at all times maintain the lease Premises including heating and cooling units, and systems in their entirety, store fixtures and equipment, electrical fixtures, equipment and electrical installation, plumbing fixtures, pipes and drains, including keeping all drains and pipes open and clear, all machinery and hardware, painting and decorations.

IMPROVEMENTS/TRADE FIXTURES: All alterations, additions and improvements (except trade fixtures put in at the expense of the Tenant) shall remain upon and be surrendered with the Premises as part thereof at the termination of this lease, however, the Tenant is to make no changes of any nature in the above mentioned Premises without written consent from the Landlord of his Agent. ***In the event Landlord consents to any improvements being made within the Premises which would require a permit, Tenant must provide proof of any such permit to Landlord.*** The Tenant also agrees to indemnify the Landlord and his Agents against loss caused by and mechanic or material-man's lien against the property based on repairs, alterations, or

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improvements undertaken by the Tenant. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all trade fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

SIGNAGE: Lessee shall be permitted to add company's name on the building signage location that are approved by Lessor and local Planning and Zoning ordinances and requirements at Lessees sole cost.

DESTRUCTION OF OR DAMAGE TO PREMISES: In the event of the total destruction of the Premises by fire or other casualty, this lease shall cease and come to an end and the Tenant shall be liable for rent only up to the time of such destruction. Should the Premises herein leased by partially damaged by a fire or other casualty at any time during the term hereof, the Tenant shall give immediate notice to the Landlord, who shall thereupon cause the same to be promptly repaired. A reduction of rent, proportionate to interference to occupancy shall be allowed the Tenant during the time necessary to restore said Premises or make the necessary repairs, as the case may be, but no reduction, however, shall be allowed for any interruption by reason of damage or repairs to adjoining or contiguous premises. For purposes of this provision, any destruction to the Premises caused by Tenant's willful misconduct or negligence, shall not be considered a fire or other casualty and Tenant shall remain liable for its obligations under this Lease.

INDEMNITY: Tenant shall be responsible for the loss of or damage to property, or injury to persons, occurring in or about the Premises, by reason of any existing or future condition, defect matter of thing in said Premises or the property of which the Premises are part of, for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about Premises.

SUBLET AND ASSIGNMENT: Tenant may not sublet the Premises or assign this Lease without written consent of Landlord.

USE AND RESTRICTIONS: Lessee shall not have loud music after 12:00 midnight due to residents living above said premises.

EVENTS OF AND REMEDIES UPON DEFAULT: In the event Tenant fails to pay rent when due or breaches any other provision of this Lease, Landlord must provide written notice of the same and provide Tenant a thirty (30) day window from the date the notice is received within which Tenant can cure such a breach. Upon expiration of said 30-day window to cure and Tenant's failure to cure any breach specified in the written notice, Tenant shall be in default. In the event of Tenant's default, said Landlord has the right, at his option, to declare rental for entire term of this Lease immediately due and payable, to declare the Lease void, cancel the same, re-enter and take possession of the Premises. Landlord will be entitled to all costs associated with the same, including without limitation, its attorney fees. Upon a default, Landlord shall assert commercially reasonable efforts to re-let the Premises and mitigate damages.

In the event of a breach of any provision of this Lease by Landlord, Tenant shall have all rights available at law and equity, including the right of specific performance.

ATTORNEY'S FEES AND COSTS OF COLLECTION: Whenever any sums due hereunder by law, or by attorney at law, Tenant agrees to pay all attorneys' fees.

NON-WAIVER: The rights of the Landlord herein granted are cumulative and not restrictive of any other rights under the law, and failure on the part of the Landlord to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

EXTERIOR SIGNS: Tenant shall place no signs upon the outside walls or roof of the Premises except with written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in

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compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any damages caused by installation, use or maintenance of said signs. Tenant, upon the expiration of this Lease, and any extension or renewal thereof, shall remove said signs and agrees upon removal of said signs to repair all damage incident to such removal.

ENTRY FOR CARDING, ETC.: Landlord may card the Premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease or in the event of default by the Tenant. Landlord may enter the Premises at reasonable hours to exhibit same prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any. Landlord must provide at least 24 hours notice.

UTILITIES: Tenant shall promptly pay all utility bills, including but limited to electricity, telephone, internet, water (this does not include the annual backflow test) fees accruing against the said property. If Tenant fails to pay any of the bills, Landlord may pay the same and such payment shall be added to and become part of the next rental payment due under this lease. **The pest control contract with Knox Pest Control will remain under GDI's name and be paid monthly with rent dues (or yearly if the tenant prefers to do Knox's sale when offered).**

NO ESTATE IN LAND: This lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

HOLDING OVER: If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescing; and without any express agreement of parties, Tenant shall be a tenant at will at the rental rate which is in effect of the end of the Lease; and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence , then Tenant shall be a tenant at sufferance and, commencing on the date following the date of such expiration, the monthly rental payable at time of expiration, for each month or fraction therefore during which Tenant so remains in possession, by twice the monthly rental otherwise payable.

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

DEFINITIONS: Whenever in this instrument the terms LANDLORD, TENANT, and/or AGENT are used, the same shall be construed to include heirs, executors, administrators, successors and assigns of said designated party.

This contract contains the entire agreement between parties and no representations, warranties or promises not contained herein shall be binding upon the parties hereto. The LANDLORD has made no promises to make any improvements or repairs upon the rented premises except as noted herein.

In Witness Whereof The Parties Hereto Have Set Their Hand And Seal The Day And Year First Written Above.

LANDLORD: Wesley Griffith, Manager,
Griffith Downtown Investments, LLC

TENANT: Heather Owens, Owner

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: House Cocktails

Business Address: 368 2nd st Macon GA 31201

***Instructions*:**

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

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

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

Definitions:

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

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

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

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

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

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

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

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

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

Applicant/Agent Signature

1/8/24
Date

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

Business Name: House Cocktails

Business Address: 368 2nd st Macon GA 31201

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

Code Enforcement Department Designee — Date: 2/23/2026

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

Applicant/Agent Signature — Date: 2/23/2026

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

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	Heather Owens	1/5/26
	Print Name	Date

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

Alcohol License Questionnaire

Name of Business: Haux Cocktails
Owner's Name: Heather Owens
Address: 368 2nd St
Macon GA 31201

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

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

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

Please circle one: ___ Relation, see below ✓ No Relation

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

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

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

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

Signature

Heather Owens
Print Name

1/8/26
Date

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

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: House Cocktails

Business Address: 368 2nd st Macon GA 31201

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

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

Applicant/Agent Signature

1/8/26
Date

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

1. _____
   Name Date of Birth GBPDSA Private Security License #

2. _____
   Name Date of Birth GBPDSA Private Security License #

3. _____
   Name Date of Birth GBPDSA Private Security License #

4. _____
   Name Date of Birth GBPDSA Private Security License #

5. _____
   Name Date of Birth GBPDSA Private Security License #

6. _____
   Name Date of Birth GBPDSA Private Security License #

7. _____
   Name Date of Birth GBPDSA Private Security License #

8. _____
   Name Date of Birth GBPDSA Private Security License #

9. _____
   Name Date of Birth GBPDSA Private Security License #

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Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: Heather Owens / HouseCocktails

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

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

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

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

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

Print and Sign Name

Sworn to and subscribed before me this
5th day of January, 2026.

Katherine Alida Aultman
Notary Public
My Commission Expires: Nov 17th 2027

KATHERINE ALIDA AULTMAN NOTARY PUBLIC BIBB COUNTY GEORGIA EXPIRES NOV 17TH 2027

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Wesley Griffith - owner

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

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.
Moonhanger Group, Moonhanger North, MHGGL, H and H Soul Food, Griffith Downtown Investments

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.

Wesley Griffith
Print and Sign Name

Sworn to and subscribed before me this
12th day of January, 2024.

Notary Public
My commission expires: October 2, 2029

BARBARA CASTILLO NOTARY PUBLIC MY COMMISSION EXPIRES 10-2-2029 BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

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: Heather Owens – fingerprints complete 03/10

Business Name: House Cocktails LLC DBA House Cocktails

Business Address: 368 2nd St, Macon, GA 31201

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

Granted DocuSigned by: David J Davis 1C561778CDEE414... 3/18/2026
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

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

Docusign Envelope ID: 51DA5286-586C-4B60-B0AA-E20059F84562

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

Review Form

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

The following required documents are included in the application:

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

Legal Review 4/20/2026 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF Stephanie Freeman, Administrative Office Specialist

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ADDED TO THE MAY 5, 2026 PRE-COMMISSION MEETING

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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

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

$ 4500 **Alcohol License Fees + $400 Application Fee = $** 4900

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.12/24

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

BUSINESS

Federal Tax ID #: 41-3630124 State Tax ID#: _____

Business Name: Macon Beverage Outlet Corporate and Trade Name: MBO North, LLC

Local Business Address: 3965 Arkwright Rd, Macon, GA 31210
(P.O. Box Not Allowed) City State Zip

Mailing Address: 3928 River Place Dr., Macon, GA 31210
Street Address (City State Zip)

Local Business Phone #: 478-621-4927 Email Address: ravipatel8122@yahoo.com

Contact Person: Ravikumar Patel Contact Phone #: 478-951-8459

AGENT

Agent's Name: Ravikumar Patel Agent's Title: Owner

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

Home Address: 3928 River Place Dr City: Macon State: ga Zip: 31210

Home Phone #: 478-951-8459 Email: ravipatel8122@yahoo.com

Mailing Address: 3928 River Place Dr City: Macon State: GA Zip: 31210

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 12/24

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Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the B.C.S.O. 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):	Ravikumar V. Patel		
Address	3928 River Place Drive, Macon, GA 31210		
Sex	Race	Date of Birth	Social Security Number
Male	Asian	[redacted]	

This authorization is valid for 90 days from date of signature.

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

R.V.Patel 2/18/2026
Signature Date

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

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

Purpose Code used: (Check all that apply)

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

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

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

Agency Designee Signature and Title Date

Docusign Envelope ID: 4D1196FA-BD8F-48DC-B719-BF2353C6F3F2

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: MBO North, LLC d/b/a Macon Beverage Outlet

Printed Name of Applicant: Ravikumar V. Patel

*Signature of Applicant: R.V. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 19th DAY OF February, 2026

NOTARY PUBLIC — MY COMMISSION EXPIRES 09/13/2026

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC BIBB COUNTY GEORGIA EXPIRES September 13, 2026

Rev. 7/2021

Docusign Envelope ID: 4D1196FA-BD8F-48DC-B719-BF2353C6F3F2

MEASUREMENT FORM

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

APPLICANT: **Justin Hollingsworth (North, LLC)**

PROPOSED LICENSE: **BEER AND WINE AND LIQUOR PACKAGED TO GO**

BUSINESS LOCATION: **3965 ARKWRIGT ROAD, MACON, GA 31210**

BUSINESS NAME: **Macon Beverage Outlet**

To Be Completed by County Engineer

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

__X__ Comply _____ Does not Comply

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

_____ Not Applicable __X__ Unknown

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

__X____ 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 __X__Not Applicable

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

Date: 1/30/26

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

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RETAIL SALES of DISTILLED SPIRITS to GO

(Package Store)

300' from business building corner to nearest corner of church, church property, M-B recreation center, alcohol treatment center, public library, or MHA property.
600' - school ground, school building, education building, or college campus. (revised8-23-23) PJH

Maron Beverage Outlet
#3965 Arkwright Road

6,750' — CHURCH BUILDING 300'
Forest Hills Church

6,600' — CHURCH PROPERTY
Forest Hills Church

5,500' — M-B COUNTY RECREATION CENTER property line
Theron Ussery Park Community Center

29,400' — ALCOHOL TREATMENT CENTER building
River Edge - Emery Highway

18,300' — PUBLIC LIBRARY or BRANCH building
Cathy Ivey Library

4,650' — MHA property line
Northside Senior Village

4,000' — SCHOOL GROUND property line 600'
Montesori of Macon

4,200' — SCHOOL BUILDING
Montesori of Macon

3,550' — EDUCATION BUILDING
Miller-Motte Technical ~~College~~

3,550' — COLLEGE CAMPUS
Miller-Motte Technical College

4,050' — Existing PACKAGE STORE (1500'+ required)
Carriage Hills Bottle Shop

JWA
OK!
Paul J. Horniowski
January 29, 2026

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the Monroe County/Macon Reporter
Covering Monroe and Bibb Counties

AFFIDAVIT OF PUBLICATION

STATE OF GEORGIA
COUNTY OF BIBB

I, Will Davis, do solemnly swear I am the Publisher of the Monroe County/Macon Reporter, the official organ for Bibb County, Georgia, and that the legal advertisement of Notice of Publication:

Alcohol License MBO West, LLC/Macon Beverage Outlet, 4580 Log Cabin Drive, Macon, GA 31204 BEER WINE AND LIQUOR off site

was published in the Monroe County/Macon Reporter on the following date(s):

01/21/2026 and 01/28/2026

Will Davis, Publisher

Sworn to and subscribed before me.

this 01 day of March 2026

Lana Marie Seay
Notary Public

My commission expires:
09/05/2028

Lana Marie Seay
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

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ZONING COMPLIANCE

PERMIT NO: ZC-2026-323	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 02/13/2026
PARCEL NO: N0410004	**ZONING DISTRICT:** C-2	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Macon Beverage Outlet MBO North LLC	
PROPOSED USE:	Change of ownership - Existing Package Store	
ADDRESS OF PROPOSED USE:	3965 ARKWRIGHT RD	
PROPERTY OWNER'S NAME:	FUTURE INVESTMENT 15 LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and zoning compliance (#2016-00020811) allowing the operation of a package store, approval is granted to change the ownership of an existing package store and continue its operation as it is currently. This approval shall also grant interior renovations if necessary. The hours of operation are Monday through Thursday from 9.00am to 9.00pm, Friday and Saturday from 9.00am to 10.30pm & Sunday from 12.30pm to 7pm. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 02/13/2027

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.

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GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**MBO North, LLC**	Control Number:	**25237548**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Owes Current Year AR**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**3965 Arkwright Road, Macon, GA, 31210, USA**	Date of Formation / Registration Date:	**12/9/2025**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Ravikumar Patel**

Physical Address: **520 Litchfield Drive, Macon, GA, 31220, USA**

County: **Bibb**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

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Ownership Disclosure Form

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

Business:

Trade Name: Macon Beverage Outlet Name of Corporation: MBO North, LLC

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

Individual:

Name and Title: Ravikumar V. Patel Telephone Number: 478-951-8459

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

Residential Street Address: 3928 River Place Drive, Macon, GA 31210

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

Mailing Address: 3928 River Place Drive Macon GA 31210

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- ✓ Managing Member, Total number of Managing Member(s): 1
- ✓ Member holdings 100 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ____
- Shareholder holding _____% of all outstanding ownership interests.

☐ Publicly Traded Company
- Corporate Officer: Yes ____ No ____

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

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: RaviKumar Last Name: Patel

Home Address: 3928 River Place Dr. City: Macon State: GA Zip: 31210

Home Phone #: 478-951-8459 Email: ravipatel8122@ychoo.com

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

Mailing Address: 3928 River Place Dr. City: Macon State: GA Zip: 31210

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

CERTIFICATION

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

R.V. Patel
Applicant's Signature

2/18/2026
Date

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

This 18th day of February, 2026

NOTARY PUBLIC

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC BIBB COUNTY GEORGIA EXPIRES September 13, 2026

9/13/2026
MY COMMISSION EXPIRES

Rev. 7/2021

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SAEJQXAC6N87X

Certificate of Completion

This is to certify that

RAVIKUMAR PATEL

has completed the training course

ALCOHOL AWARENESS COURSE - MACON-BIBB

Wednesday, Feb 25 2026

Marshall Talley
Trainer



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Ravikumar V Patel



AH001752

ALCOHOL HANDLER

EXP: 12/31/2026

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NOTICE OF CONTRACT FOR PURCHASE

STATE OF GEORGIA
COUNTY OF BIBB

Seller: Future Investment 15, LLC

and

Buyer: Ravikumar V. Patel

The Parties state as follows:

1. Property Description

The Seller is the lawful owner of the following described real property located in Bibb County, Georgia (the "Property"):

Property Address: 3965 Arkwright Rd., Macon, GA

2. Contract for Purchase

Seller and Buyer entered into a written Purchase and Sale Agreement dated November 6, 2025 ("Contract"), whereby:

- Seller agreed to sell the Property to Buyer; and
- Buyer agreed to purchase the Property from Seller;
- The anticipated closing date is upon Alcohol License approval (subject to extensions or conditions outlined in the Contract)

3. Status of Contract

The Contract is currently:

- In full force and effect
-Pending closing
-Subject to customary contingencies (financing, inspection, appraisal, etc.)

Neither party has terminated the Contract as of the date of this Affidavit.

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4. Purpose of this Agreement

This Agreement is made for the purpose of confirming that the above-referenced Property is under a valid and binding contract for purchase, and to provide documentation to the Bibb County Tax Commissioner's Office for any lawful purpose related to alcohol license and to show that Ravikumar Patel through himself and assigns has a legal purpose and right to occupy the property that is under application for licensure.

Future Investment 15, LLC

Seller Signature: By: Signed by: C92AA33BDBD342F... Femeena Patel
Printed Name: Femeena Patel
Date: 2/27/2026

Buyer Signature: Signed by: Ravikumar Patel
Printed Name: Ravikumar Patel
Date: 2/27/2026

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PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Macon Beverage Outlet - MBO North LLC

Business Address: 3965 Arkwright Rd., 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.

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

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

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

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

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

R. V. Patel — Applicant/Agent Signature

2/18/2026 — Date

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SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

Business Name: Macon Beverage Outlet - MBO North LLC

Business Address: 3965 Arkwright Rd., 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.

7229 — Code Enforcement Department Designee

1/18/24 — Date

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

Applicant/Agent Signature

2/18/26 — Date

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Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

R.V.Patel	Ravikumar V. Patel	2/18/2026
Signature	Print Name	Date

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Alcohol License Questionnaire

Name of Business: Macon Beverage Outlet - MBO North LLC
Owner's Name: Ravikumar V. Patel / MBO Arkwright LLC
Address: 3928 River Place Drive
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

Owner is 100% owner of the real estate and the business

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

R.V. Patel	Ravikumar V. Patel	2/18/2026
Signature	Print Name	Date

Docusign Envelope ID: 4D1196FA-BD8F-48DC-B719-BF2353C6F3F2

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: Macon Beverage Outlet - MBO North LLC

Business Address: 3965 Arkwright Rd., 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

R. V. Patel
Applicant/Agent Signature

2/18/2026
Date

Docusign Envelope ID: 4D1196FA-BD8F-48DC-B719-BF2353C6F3F2

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

1. _____
   Name Date of Birth GBPDSA Private Security License #

2. _____
   Name Date of Birth GBPDSA Private Security License #

3. _____
   Name Date of Birth GBPDSA Private Security License #

4. _____
   Name Date of Birth GBPDSA Private Security License #

5. _____
   Name Date of Birth GBPDSA Private Security License #

6. _____
   Name Date of Birth GBPDSA Private Security License #

7. _____
   Name Date of Birth GBPDSA Private Security License #

8. _____
   Name Date of Birth GBPDSA Private Security License #

9. _____
   Name Date of Birth GBPDSA Private Security License #

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Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: Ravikumar V. Patel Sole Member of MBO North LLC
2. Name of the subject of this Certificate, if different from the applicant:

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

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

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

Shanvi Properties LLC
SMP Shopping Center LLC
MBO West LLC

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

Ravikumar V Patel
R. V. Patel
Print and Sign Name

Sworn to and subscribed before me this
27 day of February, 2024.

Jasmine West Barnes
Notary Public
My Commission Expires: 04.04.2029

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 4D1196FA-BD8F-48DC-B719-BF2353C6F3F2

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: Ravikumar V Patel - Fingerprints Completed: 03.04.2026

Business Name: MBO North LLC dba Macon Beverage Outlet

Business Address: 3965 Arkwright Road, Macon, GA 31210

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

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

Granted DocuSigned by: 3/18/2026
1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

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

Docusign Envelope ID: 4D1196FA-BD8F-48DC-B719-BF2353C6F3F2

Docusign Envelope ID: 4D1196FA-BD8F-48DC-B719-BF2353C6F3F2

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

Review Form

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

The following required documents are included in the application:

___ Signature form

___ BSO Recommendation letter

___ Proof of Planning and Zoning compliance

___ Affidavit from the Macon-Bibb County Engineer's Department

___ Affidavit from the Macon Telegraph Newspaper

Legal Review 4/20/2026 (Date) SF (Initials)

Comments

After review, legal recommends approval.

Initials

SF

_____ Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

ADDED TO THE MAY 5, 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.

$ 4,500 **Alcohol License Fees + $400 Application Fee = $** 4,900

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

Business Continuation

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

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

BUSINESS

Federal Tax ID #: 41-3228188 State Tax ID #: _____

Business Name: Macon Beverage Outlet Corporate and Trade Name: MBO West, LLC

Local Business Address: 4580 Log Cabin Drive Macon GA 31204
(P.O. Box Not Allowed) City State Zip

Mailing Address: 3928 River Place Dr. Macon GA 31210
Street Address (City State Zip)

Local Business Phone #: 478-238-5416 Email Address: ravipatel8122@yahoo.com

Contact Person: Ravi Patel Contact Phone #: 478-951-8459

AGENT

Agent's Name: RaviKumar V. Patel Agent's Title: Sole Member / Owner

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

Home Address: 3928 River Place Dr. City: Macon State: GA Zip: 31210

Home Phone #: 478-951-8459 Email: ravipatel8122@yahoo.com

Mailing Address: 3928 River Place Dr. City: Macon State: GA Zip: 31210

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 12/24

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the B.C.S.O. 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):	Ravikumar V. Patel		
Address	392Y River Place Dr Macon GA 31210		
Sex	Race	Date of Birth	Social Security Number
Male	Asian	[redacted]	

This authorization is valid for 90 days from date of signature.
I, Ravikumar V. Patel give consent to the above named entity to perform periodic criminal history background checks for the duration of my employment.

R.V.Patel — 2/18/2026
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

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

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

1) ✓ I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**

2) _____ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

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

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

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

Business Name: MBO West, LLC d/b/a Macon Beverage Outlet

Printed Name of Applicant: Ravikumar V. Patel

*Signature of Applicant: R.V.Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 18th DAY OF February 2026.

NOTARY PUBLIC

09/13/2026
MY COMMISSION EXPIRES



Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

MEASUREMENT FORM

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

APPLICANT: **Justin Hollingsworth (West LLC)**

PROPOSED LICENSE: **BEER AND WINE AND LIQUOR PACKAGED TO GO**

BUSINESS LOCATION: **4580 Log Cabin Drive, MACON, GA 31204**

BUSINESS NAME: **Macon Beverage Outlet**

To Be Completed by County Engineer

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

_X_ Comply _____ Does not Comply

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

_____ Not Applicable _X_ Unknown

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

_X_ 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 _X_ Not Applicable

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

Date: 1/30/22

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

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

RETAIL SALES of DISTILLED SPIRITS to GO

(Package Store)

300' from business building corner to nearest corner of church, church property, M-B recreation center, alcohol treatment center, public library, or MHA property.
600' - school ground, school building, education building, or college campus. (revised8-23-23) PJH

Macon Beverage Outlet
#4580 Log Cabin Drive

1,500' — CHURCH BUILDING 300'
The Healing Church
#4376 Log Cabin Drive

1,500' — CHURCH PROPERTY
The Healing Church

13,100' — M-B COUNTY RECREATION CENTER property line
Bloomfield - Gilead Recreation Center

12,850' — ALCOHOL TREATMENT CENTER building
River Edge - Fulton Mill Road

4,050' — PUBLIC LIBRARY or BRANCH building
Library Annex - Macon Mall

3,700' — MHA property line
Martin Place

2,300' — SCHOOL GROUND property line 600'
Veteran's Elementary

2,500' — SCHOOL BUILDING
Veteran's Elementary

2,500' — EDUCATION BUILDING
Veteran's Elementary

2,900' — COLLEGE CAMPUS
Central Georgia Technical College

1,950' — Existing PACKAGE STORE (1500'+ required)
P & P Liquor
#4151 Mercer University Drive

OK!
PJH
Paul J. Horniowski
January 29, 2026

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

the Monroe County/Macon Reporter
Covering Monroe and Bibb Counties

AFFIDAVIT OF PUBLICATION

STATE OF GEORGIA
COUNTY OF BIBB

I, Will Davis, do solemnly swear I am the Publisher of the Monroe County/Macon Reporter, the official organ for Bibb County, Georgia, and that the legal advertisement of Notice of Publication:

Alcohol License MBO West, LLC/Macon Beverage Outlet, 4580 Log Cabin Drive, Macon, GA 31204 BEER WINE AND LIQUOR off site

was published in the Monroe County/Macon Reporter on the following date(s):

01/21/2026 and 01/28/2026

Will Davis, Publisher

Sworn to and subscribed before me.

this 01 day of March 2026

Lana Marie Seay
Notary Public

My commission expires:
09/05/2028

Lana Marie Seay
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

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

ZONING COMPLIANCE

PERMIT NO: ZC-2026-322	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 02/13/2026
PARCEL NO: M0830245	**ZONING DISTRICT:** C-2	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Macon Beverage Outlet MBO West LLC	
PROPOSED USE:	Change of ownership - existing package store	
ADDRESS OF PROPOSED USE:	4580 LOG CABIN DR	
PROPERTY OWNER'S NAME:	FUTURE INVESTMENT 14 LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and zoning compliance (#13-1367) allowing the operation of a package store, approval is granted to change the ownership of an existing liquor store and continue its operation as it is currently. This approval shall also grant interior renovations if necessary. The hours of operation are Monday through Thursday from 9.00am to 9.00pm, Friday and Saturday from 9.00am to 10.30pm & Sunday from 12.30pm to 7pm. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 02/13/2027

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

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**MBO West, LLC**	Control Number:	**25237431**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Owes Current Year AR**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**4580 Log Cabin Drive, Macon, GA, 31204, USA**	Date of Formation / Registration Date:	**12/9/2025**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Ravikumar Patel**

Physical Address: **520 Litchfield Drive, Macon, GA, 31220, USA**

County: **Bibb**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

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Ownership Disclosure Form

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

Business:

Trade Name: Macon Beverage Outlet Name of Corporation: MBO West, LLC

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

Individual:

Name and Title: RaviKumar V. Patel Telephone Number: 478-951-8459

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

Residential Street Address: 3928 River Place Dr. Macon GA 31210

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

Mailing Address: 3928 River Place Dr. Macon GA 31210

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- ✓ Managing Member, Total number of Managing Member(s): 1
- ✓ Member holdings 100 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ____ No ____
- harehol er hol ing _____ o all outstan ing ownership interests.

☐ ublicly ra e ompany
- orporate O icer: es ____ o ____

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

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: RaviKumar Last Name: Patel

Home Address: 3928 River Place Dr. City: Macon State: GA Zip: 31210

Home Phone #: 478-951-8459 Email: ravipatel8122@yahoo.com

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

Mailing Address: 3928 River Place Dr. City: Macon State: GA Zip: 31210

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

CERTIFICATION

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

R.V. Patel
Applicant's Signature

2/18/2026
Date

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

This 18th day of February, 2026

NOTARY PUBLIC

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC BIBB COUNTY GEORGIA EXPIRES September 13, 2026

9/13/2026
MY COMMISSION EXPIRES

Rev. 7/2021

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

SAEJQXAC6N87X

Certificate of Completion

This is to certify that

RAVIKUMAR PATEL

has completed the training course

ALCOHOL AWARENESS COURSE - MACON-BIBB

Wednesday, Feb 25 2026

Marshall Talley
Trainer

CHEERS HOSPITALITY COLLECTIVE
CRAFTING CONNECTIONS. ELEVATING EXPERIENCES

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEB

Ravikumar V Patel



AH001752

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

NOTICE OF CONTRACT FOR PURCHASE

STATE OF GEORGIA
COUNTY OF BIBB

Seller: Future Investment 14, LLC

and

Buyer: Ravikumar V. Patel

The Parties state as follows:

1. Property Description

The Seller is the lawful owner of the following described real property located in Bibb County, Georgia (the "Property"):

Property Address: 4580 Log Cabin Dr., Macon, GA 31204

2. Contract for Purchase

Seller and Buyer entered into a written Purchase and Sale Agreement dated November 6, 2025 ("Contract"), whereby:

- Seller agreed to sell the Property to Buyer; and
- Buyer agreed to purchase the Property from Seller;
- The anticipated closing date is upon Alcohol License approval (subject to extensions or conditions outlined in the Contract)

3. Status of Contract

The Contract is currently:

- In full force and effect
-Pending closing
-Subject to customary contingencies (financing, inspection, appraisal, etc.)

Neither party has terminated the Contract as of the date of this Affidavit.

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

4. Purpose of this Agreement

This Agreement is made for the purpose of confirming that the above-referenced Property is under a valid and binding contract for purchase, and to provide documentation to the Bibb County Tax Commissioner's Office for any lawful purpose related to alcohol license and to show that Ravikumar Patel through himself and assigns has a legal purpose and right to occupy the property that is under application for licensure.

Future Investment 14, LLC

Seller Signature: By: Signed by: _____
Printed Name: Femeena Patel
Date: 2/27/2026

Buyer Signature: Signed by: _____
Printed Name: Ravikumar Patel
Date: 2/27/2026

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

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: R.V. Patel Date: 2/18/2026

Business Name: Macon Beverage Outlet

I hereby certify that RaviKumar V. 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 18th day of February, 2026

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC BIBB COUNTY GEORGIA EXPIRES September 13, 2026

Notary Public

09/13/2026
My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: R.V. Patel Date: _____
(If different from Agent)

Title: _____

Business Name: _____

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

This _____ day of _____, 20____ .

_____
Notary Public

_____
My Commission Expires

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: MBO West LLC d/b/a Macon Beverage Outlet

Business Address: 4580 Log Cabin Drive Macon GA 31204

***Instructions*:**

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

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

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

Definitions:

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

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

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

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

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

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

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

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

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

R.V.Patel
Applicant/Agent Signature

2/18/2026
Date

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

Business Name: Macon Beverage Outlet - MBO West LLC

Business Address: 4580 Log Cabin Drive, Macon, GA31204

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.

7229 — 2/18/24

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.

2/18/26

Applicant/Agent Signature — Date

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Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

R.V.Patel	Ravikumar V. Patel	2/18/2026
Signature	Print Name	Date

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

Alcohol License Questionnaire

Name of Business: Macon Beverage Outlet
Owner's Name: MBO West LLC c/o Ravikumar V. Patel
Address: 4580 Log Cabin Dr.
Macon GA 31204

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

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

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

Please circle one: ✓ Relation, see below ___ No Relation

principal is Member of LLC

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

R.V. Patel	Ravikumar V. Patel	2/18/2026
Signature	Print Name	Date

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

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: MBO West LLC d/b/a Macon Beverage Outlet

Business Address: 4580 Log Cabin Drive Macon, GA 31204

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

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

R.V. Patel
Applicant/Agent Signature

2/18/2026
Date

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

1. _____
   Name Date of Birth GBPDSA Private Security License #

2. _____
   Name Date of Birth GBPDSA Private Security License #

3. _____
   Name Date of Birth GBPDSA Private Security License #

4. _____
   Name Date of Birth GBPDSA Private Security License #

5. _____
   Name Date of Birth GBPDSA Private Security License #

6. _____
   Name Date of Birth GBPDSA Private Security License #

7. _____
   Name Date of Birth GBPDSA Private Security License #

8. _____
   Name Date of Birth GBPDSA Private Security License #

9. _____
   Name Date of Birth GBPDSA Private Securitv License #

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Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: Ravikumar V. Patel Sole Member of MBO West LLC

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

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

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

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

Shanvi Properties LLC
SMP Shopping Center LLC
MBO North LLC

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

Ravikumar V Patel

R.V. Patel
Print and Sign Name

Sworn to and subscribed before me this
18th day of February, 2026.

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC BIBB COUNTY GEORGIA EXPIRES September 13, 2026

Notary Public
My Commission Expires: 09/13/2026

Rev. April 2022
See O-22-0011

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

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: Ravikumar V Patel - Fingerprints Completed: 03.04.2026

Business Name: MBO West LLC dba Macon Beverage Outlet

Business Address: 4580 Log Cabin, Macon, GA 31204

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

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

Granted DocuSigned by: 3/18/2026
David J Davis
1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

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

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

Docusign Envelope ID: B46CFB81-13DA-4330-A543-2FBEFEEA8DED

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

Review Form

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

The following required documents are included in the application:

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

Legal Review 4/20/2026 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF Stephanie Freeman, Administrative Office Specialist

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ADDED TO THE MAY 5, 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.

Rev.12/24

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

BUSINESS

Federal Tax ID #: 41-3267716 State Tax ID#: 20311773259

Business Name: Rivera's Mexican Restaurant LLC Corporate and Trade Name: _____

Local Business Address: 4328 Hartley Bridge Rd Macon GA 31216
(P.O. Box Not Allowed) City State Zip

Mailing Address: SAME
Street Address (City State Zip)

Local Business Phone #: 478-2596556 Email Address: 2riveras.mexgrill@gmail.com

Contact Person: Maria Magdalena Arroyo Contact Phone #: 478-444-0254

AGENT

Agent's Name: Maria Magdalena Arroyo Agent's Title: Owner

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

Home Address: 180 Autumn Trace CT City: Macon State: GA Zip: 31210

Home Phone #: 478-444-0254 Email: 2riveras.mexgrill@gmail.com

Mailing Address: 180 Autumn Trace CT City: Macon State: GA Zip: 31210

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Jaime Rivera Sifuentes Title: Owner

Home Address: 180 Autumn Trace CT City: Macon State: GA Zip: 31210

Home Phone #: 1-901-608-9574 Email: 2riveras.mexgrill@gmail.com

Mailing Address: 180 Autumn Trace CT City: Macon State: GA Zip: 31210

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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):	Maria Magdalena Arroyo		
Address	180 Autumn Trace CT Macon GA 31210		
Sex	Race	Date of Birth	Social Security Number
female	Hispanic	[redacted]	

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

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

_____ 1-26-26
Signature Date

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

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

Purpose Code used: (Check all that apply)

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

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

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

_____ _____
Agency Designee Signature and Title Date

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

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):	Jaime Rivera Sifuentes		
Address	180 Autumn Trace CT Macon GA 31210		
Sex	Race	Date of Birth	Social Security Number
Male	Hispanic	[redacted]	

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

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

* Jaime Rivera 01-26-26
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
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The inquiry resulted in the following: (check all that apply)

	No Georgia CHRI results available
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Wanting Agency Name:	
Agency Telephone:	

_____ _____
Agency Designee Signature and Title Date

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

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: Rivera's Mexican Restaurant

Printed Name of Applicant: Maria Magdalena Arroyo

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 24 DAY OF January, 2024.

Jasmine Barnes
NOTARY PUBLIC

04.04.2029
MY COMMISSION EXPIRES

JASMINE WEST BARNES
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

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: Rivera's Mexican Restaurant

Printed Name of Applicant: Jaime Rivera Sifuentes

*Signature of Applicant: Jaime Rivera

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 24 DAY OF January, 2024.

Jasmine Barnes
NOTARY PUBLIC

04.04.2029
MY COMMISSION EXPIRES

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

SAVE

SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized

The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the Guide to Understanding SAVE Verification Responses for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number:	0026061152402QV
Class of Admission (COA) Code:	IR5
Country of Birth:	MEX - MEXICO
Date Admitted To:	INDEFINITE

Agency Submitted Details

Full Name:	Jaime Rivera Sifuentes
Date of Birth:	[redacted]
Alien Number:	
Initiated On:	03/02/2026
Initiated By:	CLEB27D2
Point of Contact Name:	Camila Lebron
Point of Contact Phone Number:	(478) 310-4431
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

MEASUREMENT FORM

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

APPLICANT: **Jaime Rivera**

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

BUSINESS LOCATION: **4328 Hartley Bridge Road, Macon, GA**

BUSINESS NAME: **Rivera's Mexican Restaurant**

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: 1/28/26

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

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

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.

Rivera's Mexican Restaurant
#4328 Hartley Bridge Road

25,400' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

11,900' — MHA housing unit property line

Bloomfield Way

OK!

Paul J. Hornowski

January 20, 2026

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

the Monroe County/Macon Reporter
Covering Monroe and Bibb Counties

AFFIDAVIT OF PUBLICATION

STATE OF GEORGIA

COUNTY OF BIBB

I, Will Davis, do solemnly swear I am the Publisher of the Monroe County/Macon Reporter, the official organ for Bibb County, Georgia and that the legal advertisement of Notice of Publication:

Attention: Jaime Rivera
Business Name Rivera's Mexican Resyaurant
Business Address 4328 Hartley Bridge Rd Macon Ga 31216
City, State, Zip

was published in the Monroe County/Macon Reporter on the following date(s): 02/11-02/18/2026

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-QUEST FOR

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is here-by given that on or after the 02/03/2026, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Rivera's Mexican Restaurant

. 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.

02/18/2026

Jaime Rivera,

Applicant

Will Davis

Will Davis, Publisher

Lana Marie Seay

Notary Public

My commission expires:

09/05/2026

Sworn to and subscribed before me this

14 day of March, 2026.

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

ZONING COMPLIANCE

PERMIT NO: ZC-2026-12	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 01/29/2026
PARCEL NO: L1200001	**ZONING DISTRICT:** C-4	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Jaime Rivera	
	Rivera's Mexican Restaurant	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	4328 HARTLEY BRIDGE RD	
PROPERTY OWNER'S NAME:	RANOLI MANAGEMENT INC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and documents on file; approval is granted to operate a Mexican restaurant with alcohol consumed on premise in an existing multi-tenant commercial building. The hours of operation will be Sunday to Thursday 11:00am till 9:00pm Fridays and Saturday 11:00am till 10pm. Amplified music is not permitted pursuant to a conditional use permit allowing the same. Adequate measures must be taken to protect the occupants of neighboring properties, especially in residential districts, from amplified music and other noise. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 01/29/2027

APPROVED BY: Butch Sementelli

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

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**Rivera's Mexican Restaurant LLC**	Control Number:	**25246022**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Accommodation and Food Services**	NAICS Sub Code:	**Full-Service Restaurants**
Principal Office Address:	**4328 Hartley Bridge Road, Macon, GA, 31216, USA**	Date of Formation / Registration Date:	**1/1/2026**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Terry Layson**

Physical Address: **5233 Riverside Dr, Suite C, Macon, GA, 31210, USA**

County: **Bibb**

Filing History Name History

Back

Return to Business Search

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Report a Problem?

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

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: Rivera's Mexican Restaurant

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

Individual:

Name and Title: Maria Magdalena Arroyaw Owner Telephone Number: 478-414-0254

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

Residential Street Address: 180 Autumn Trace CT Macon GA 31210

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

Mailing Address: 180 Autumn Trace CT Macon GA 31210

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): 2
- Member holdings 51 % 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: _____

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: Restaurant Name of Corporation: Rivera's Mexican Restaurant

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

Individual:

Name and Title: Jaime Rivera (owner) Telephone Number: 478-804 2073

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

Residential Street Address: 116 Doshella Rd. 31061. Milledgeville, GA

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

Mailing Address: 4328 Hartley Bridge Rd. 31216. Macon, GA

(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): 2
- Member holdings 49 % 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: _____

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

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: Maria Last Name: Magdalena Arroyo

Home Address: 180 Autumn Trace Ct City: Macon State: GA Zip: 31210

Home Phone #: 478-444-0254 Email: gabrrosa143zz@gmail.com

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

Mailing Address: 180 Autumn Trace Ct City: Macon State: GA Zip: 31210

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

CERTIFICATION

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

Applicant's Signature

1-26-26
Date

I hereby certify that Maria Arroyo 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 24 day of January, 20 24.

Jasmine Barnes
Notary Public

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

04.04.2029
My Commission Expires

Rev. 7/202121

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

MARIA MAGDALENA ARROYO

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-09-18

Serial No.

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

Maria Arroyo



AH001390

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

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: Jaime Last Name: Rivera Sifuentes

Home Address: 180 Autumn Trace CT City: Macon State: GA Zip: 31210

Home Phone #: 1-901-608-9574 Email: gabrrosa143222@gmail.com

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

Mailing Address: 180 Autumn Trace CT City: Macon State: GA Zip: 31210

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

CERTIFICATION

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

Jaime Rivera
Applicant's Signature

01-26-25
Date

I hereby certify that Jaime Sifuentes 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 24 day of January, 20 24.

Jasmine Barnes
Notary Public

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

04.04.2029
My Commission Expires

Rev. 7/202121

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

8PJPEL0YDP70G

Certificate of Completion

This is to certify that

Jaime Rivera Sifuentes

has completed the training course

ALCOHOL AWARENESS COURSE - MACON-BIBB

Sunday, Jan 25 2026

Marshall Talley
Trainer

CHEERS HOSPITALITY COLLECTIVE
CRAFTING CONNECTIONS. ELEVATING EXPERIENCES.

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

Jaime Rivera Sifuentes



AH001750

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

Commercial Net Lease for Part of Building

This lease is made between RANOLI MANAGEMENT INC of 5175 ESTATE VIEW TRACE SUWANEE GA 30024, herein called Lessor, and RIVERA'S MEXICAN RESTAURANT of 180 AUTUMN TRACE CT. MACON GA 31210 herein called Lessee. Lessee hereby offers to lease from Lessor the premises situated in the City of MACON GA., County of BIBB, State of GEORGIA, described as 4328 HARTLEY BRIDGE RD MACON. 31216 upon the following TERMS and CONDITIONS:

1. Premises Being Leased. Lessor is leasing to Lessee and Lessee is leasing from Lessor a part of the following premises: _____.

Part of Building Only. The Lessee is leasing the RESTAURANT ONLY _____ of the building.

Shared Facilities. Under the terms of this lease, Lessee and Lessee's employees and customers may share the following additional spaces as a common area: PARKING LOT, BATHROOMS.

2. Term of Lease. This lease shall be for a term of 36 months which commences on the 1 day of JAN, 2026 and ends on the 31 day of DEC., 2029.

3. Rent. Lessor demises the above premises for a term of 36 months, and herein at the monthly rental rate of ~~4925.00~~ FOUR THOUSAND NINE HUNDRED TWENTY FIVE DOLLAR Dollars ($4925.00) payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.

4. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 36 months commencing at the expiration of the initial lease term. The option shall be exercised by written notice given to Lessor not less than 90 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire. If Lessee chooses to renew this lease, the monthly rent shall be a sum of FIVE THOUSAND FIVE HUNDRED Dollars ($5500.00). All of the terms and conditions of the lease shall apply during the renewal term except as follows:

_____

_____.

M.A. N

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

5. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of FOUR THOUSAND NINE HUNDRED TWENTY FIVE Dollars ($ 4925) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease. Should Lessee comply with all of the covenants and conditions of this Agreement and maintain the condition of the premises (excluding normal wear and tear), the Security Deposit or any balance thereof shall be returned to Lessee within 7 days of the expiration of the lease.

6. Alterations of Lessor. *(check one box as applicable)*

☑ Prior to the start of the lease term, Lessor agrees to make any repairs or alterations as detailed:

_____

☑ Lessee is satisfied with the condition of the premises. There are no necessary repairs or alterations to be made by the Lessor prior to the start of the lease term.

7. Alterations by Lessee. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. Any damage that results from the alterations or additions shall be repaired at the expense of the Lessee prior to the end of the lease term.

8. Use. Lessee shall use and occupy the premises for RESTAURANT. Lessor represents that the premises may lawfully be used for such purpose and other purposes that may be related. Lessee shall not use the premises for the purposes of storing, manufacturing, or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device.

9. Care and Maintenance of Common Areas. Lessor shall keep the common areas in safe condition. Lessor shall routinely clean, repair and maintain common areas and such portions adjacent to the premises, such as ROOF, AIR COND. BUILDING. Lessee shall pay Lessor ONE HUNDRED percent (100 %) of the Lessor's estimated cost to maintain these common areas in monthly disbursements on or prior to the _____ day of the month. Lessor shall provide Lessee with a statement detailing the actual cost of the portion the Lessee paid in advance for the maintenance and repairs. If the actual cost is greater than the amount the Lessee paid, the Lessee will pay the remaining balance within 7 days. If the actual cost of the maintenance and repairs is less than the amount the Lessee paid, the difference will be rewarded as a credit and will be applied to the Lessee's future payments.

10. Care and Maintenance of Premises. Lessor shall be responsible for all maintenance and repairs required for the following areas of the leased premises: _____

_____.

_____

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

Lessee is responsible for and shall routinely clean, repair and maintain the remaining areas of the leased premises not stated above.

11. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for: _____ _____.

In the event that any utility or service provided to the premises is not separately metered, Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Lessee shall pay such amounts within _____ days of receiving the invoice. Lessee acknowledges that the leased premises are designed to provide standard office use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

12. Lessor's Representation. Lessor hereby represents that (i) Lessor is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized and will deliver the leased premises to Lessee in accordance with all applicable laws and regulations; (ii) Building complies with all applicable zoning laws as of the date of this lease; (iii) Lessor has not been notified from any governmental agency regarding hazardous substances actually, potentially or threatening to contaminate the property.

13. Insurance.

a. Lessor shall be responsible for obtaining fire and extended coverage insurance for the premises. Lessee will pay ONE HUNDRED _____ percent (100 %) of this cost of the insurance 30 days after receiving a statement from the Lessor.

b. Lessor and Lessee shall not hold each other liable for any property loss, property damage, or personal injury that is covered by insurance and held by the party being affected by the loss, damage, or injury.

c. Lessee is responsible for obtaining public liability insurance. The public liability insurance that the Lessee obtains will be the primary coverage. Lessor will be an insured party on this insurance plan.

d. Lessor will receive a copy of any insurance policies that the Lessee has acquired.

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

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

M.A.

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

16. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within SEVEN (7) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

17. Parking. During the term of this lease, Lessee shall have the nonexclusive use in common with Lessor, other tenants of the building, their guests and invitees, of the nonreserved common automobile parking areas, driveways, and foot ways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the building or in a reasonable proximity thereto, for Lessee and Lessee's agents and employees. *(check box(es) as applicable)*

☐ Lessee shall provide Lessor with a list of all license numbers for the cars owned by Lessee, its agents and employees. Separated structured parking, if any, located about the building is reserved for Lessees of the building who rent such parking spaces.

☐ Lessee hereby leases from Lessor _____ spaces in such a structural parking area, such spaces to be on a first-come first-served basis. In consideration of the leasing to Lessee of such spaces, Lessee shall pay a monthly rental fee of _____ Dollars ($_____) per space throughout the term of the lease. Such rent shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

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

19. Indemnification of Lessor. To the extent of the law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Said indemnification shall include indemnity from any costs or fee which Lessor may incur in defending said claim.

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

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21. Disputes. If a dispute arises, the parties will settle the dispute with: *(check one box as applicable)*

☐ Litigation. Either party may bring the matter to court.

☐ Mediation with the Potential for Litigation. The Parties shall first proceed in good faith to submit the matter to mediation. The mediator will be selected by both parties. The parties will share the costs of the mediator and costs related to mediation equally. If the matter is not settled in _____ days, either party may bring the matter to court.

☑ Mediation with the Potential for Arbitration. The Parties shall first proceed in good faith to submit the matter to mediation. The mediator will be selected by both parties. The parties will share the costs of the mediator and costs related to mediation equally. If the matter is not settled in _____ days, either party may bring the matter to arbitration.

As long as the Lessee has paid the rent amount agreed upon in this Lease, if a dispute arises, Lessor will be obligated to participate in mediator or arbitration that the matter requires.

22. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within 30 days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If the Lessee has considerably limited use of the premises due to the damage, Lessee owes no rent for that duration. If such repairs cannot be made within said 30 days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within 60 days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

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

M.A.

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

24. Quiet Enjoyment. If Lessee pays the rent and performs all other obligations under this Agreement, Lessee may peaceably and quietly hold and enjoy the premises during the term without interference.

25. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to ONE HUNDRED percent (100 %) of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

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

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

28. Waiver. If either party waives any part of this lease, only that part or provision will be waived at that designated time. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

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

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

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

32. Radon Gas Disclosure. As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____ _____. Additional information regarding radon and radon testing may be obtained from your county public health unit.

33. Governing Laws. This Agreement shall be construed and governed by the laws of the State of _____.

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34. Counterparts. This lease may be executed in any number of counterparts, each of which are executed shall be an original.

35. Severability. If any part or provision of this lease is found to be prohibited or invalid, only that part of the lease, and none of the remaining parts, will be considered invalid. This part or provision shall be revised to the extent that said part or provision becomes valid and enforceable.

36. Modification. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

37. Additional Agreement. Below are any additional agreements between the parties or provisions with respect to the premises:

_____

_____

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

_____

_____

Signed this 1 day of JAN, 2026.

Lessor: _____

Lessee: _____

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

Agent Certification

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

Agent's Signature: Maria Magdalena Arroyo Date: _____

Business Name: Rivera's Mexican Restaurant

I hereby certify that Maria M. Arroyo (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 24 day of January, 2024.

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Jasmine Barnes 04.04.2029
Notary Public My Commission Expires

Ownership/Individual Certification

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

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

Title: Owner

Business Name: Rivera's Mexican Restaurant

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

This _____ day of _____, 20____.

_____ _____
Notary Public My Commission Expires

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

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: Jaime Rivera Date: 1-26-26
(If different from Agent)

Title: owner

Business Name: Rivera's Mexican Restaurant

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

This 26 day of January 2026.

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Jasmine Barney 04.04.2029

Notary Public My Commission Expires

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Rivera's Mexican Restaurant

Business Address: 4328 Hartley Bridge Rd Macon GA 31216

Instructions:

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

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

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

Definitions:

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

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

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

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

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

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

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

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

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

Jaime Rivera
Applicant/Agent Signature

01-26-26
Date

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SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

Business Name: Rivera's Mexican Restaurant

Business Address: 4328 Hartley Bridge Rd Macon GA 31216

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

Code Enforcement Department Designee _____ Date _____

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

Applicant/Agent Signature _____ Date 1-26-26

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Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Maria M. Arroyo Print Name	1-26-26 Date

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

Applicant Privacy Rights Notification Signature Form

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

Jaime Rivera	Jaime Rivera	01-26-26
Signature	Print Name	Date

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

Alcohol License Questionnaire

Name of Business: Rivera's Mexican Restaurant
Owner's Name: Maria Magdalena Arroyo
Address: 4328 Hartley Bridge Rd Macon GA 31216

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

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

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

Please circle one: ___ Relation, see below ✓ No Relation

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

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

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

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

Signature	Maria M. Arroyo Print Name	1-26-26 Date

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

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: Rivera's Mexican Restaurant

Business Address: 4328 Hartley Bridge Rd macon GA 31216

☑ **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

1-26-26
Date

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Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: Maria Magdalena Arroyo
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.

Maria Magdalena Arroyo
Jaime Rivera Sifuentes

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.

Maria M. Arroyo
Print and Sign Name

Sworn to and subscribed before me this
24 day of January, 2024.

Jasmine West Barnes
Notary Public
My Commission Expires: 04.06.2029

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: Jaime Rivera Sifuentes Owner
2. Name of the subject of this Certificate, if different from the applicant:

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

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

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

Jaime Rivera Sifuentes
Maria Magdalena Arroyo

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.

Jaime Rivera Jaime Rivera
Print and Sign Name

Sworn to and subscribed before me this
24 day of January, 2024.

Jasmine Barnes
Notary Public
My Commission Expires: 04.04.2029

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

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Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Property Owner: ASHWIN PATEL RANCH MANAGEMENT INC
2. Name of the subject of this Certificate, if different from the applicant:

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

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

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

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.

ASHWIN D. PATEL

Print and Sign Name

Sworn to and subscribed before me this
27 day of Feb, 20 26.

Notary Public
My Commission Expires: 11/18/2028

Kathleen Thompson
NOTARY PUBLIC
PEACH COUNTY, GEORGIA
My Commission Expires 11/18/2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

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: Maria Arroyo (No Fingerprints needed) and Jaime Rivera – Fingerprints completed 03.03.2026

Business Name: Rivera's Mexican Restaurant LLC

Business Address: 4328 Hartley Bridge Rd Macon, GA 31216

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

Granted DocuSigned by: 3/18/2026
Sheriff, Macon-Bibb County, Georgia **Date**

Denied 1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

Docusign Envelope ID: 60C5B6FA-C5CE-4C65-A2C6-A9E743C39262

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

Review Form

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

The following required documents are included in the application:

___ Signature form

___ BSO Recommendation letter

___ Proof of Planning and Zoning compliance

___ Affidavit from the Macon-Bibb County Engineer's Department

___ Affidavit from the Macon Telegraph Newspaper

Legal Review 4/20/2026 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

ADDED TO THE MAY 5, 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 Reporter Newspaper.
7. If any business entity other than Sole Ownership…Must submit a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity…Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

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

Rev.12/24

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

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

BUSINESS

Federal Tax ID #: 39-4584735 State Tax ID #: 20311741020

Business Name: Andalusia Corporate and Trade Name: El Comino Macon, LLC

Local Business Address: 497 Second Street Macon 31201 DBA Andalusia
(P.O. Box Not Allowed) City State Zip

Mailing Address: PO Box 779 Macon 31202
Street Address (City State Zip)

Local Business Phone #: _____ Email Address: wes@moonhangergroup.com

Contact Person: Wes Griffith Contact Phone #: 478-318-7680

AGENT

Agent's Name: Matthew Newton Agent's Title: Director of Operations

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

Home Address: 4803 Wesleyan Woods Dr City: Macon State: GA Zip: 31210

Home Phone #: 478-804-1993 Email: Matt@Moonhangergroup.com

Mailing Address: PO Box 779 City: Macon State: GA Zip: 31202

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: Wesley 1 Griffith Title: Owner

Home Address: 2980 Ingleside Ave City: Macon State: GA Zip: 31204

Home Phone #: 478-318-7680 Email: wes@moonhangergroup.com

Mailing Address: PO Box 779 City: Macon State: GA Zip: 31202

Rev. 12/24

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the Macon - Bibb Co. Sheriff's Office to 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):	Wesley Austin Griffith		
Address	2980 Ingleside Ave Macon GA 31204		
Sex	Race	Date of Birth	Social Security Number
M	Caucasian	[redacted]	

This authorization is valid for 120 days from date of signature.

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

Wes Griffith — 3/23/26
Signature — Date

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

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

Purpose Code used: (Check all that apply)

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

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

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

Agency Designee Signature and Title — Date

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

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: Andalusia

Printed Name of Applicant: Wes Griffith

*Signature of Applicant: [signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 23rd DAY OF March, 2026.

[signature]
NOTARY PUBLIC

Oct. 2, 2029
MY COMMISSION EXPIRES

BARBARA CASTILLO NOTARY PUBLIC MY COMMISSION EXPIRES Oct 2, 2029 BIBB COUNTY, GEORGIA

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

Name-Based Criminal History Record Information Consent/Inquiry From

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

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

Full Name (Print):	Matthew Newton		
Address	4803 Wesleyan Woods Dr. Macon GA 31210		
Sex	Race	Date of Birth	Social Security Number
Male	White	[redacted]	

This authorization is valid for 120 days from date of signature.

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

Signature Date 03/23/26

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

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

Purpose Code used: (Check all that apply)

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

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

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

Agency Designee Signature and Title Date

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

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: Andalusia

Printed Name of Applicant: Matthew Newton

*Signature of Applicant: [signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 3rd DAY OF March, 20 26.

[signature]
NOTARY PUBLIC

Oct. 2, 2029
MY COMMISSION EXPIRES

BARBARA CASTILLO NOTARY PUBLIC MY COMMISSION EXPIRES Oct 2 2029 BIBB COUNTY, GEORGIA

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

MEASUREMENT FORM

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

APPLICANT: **Wes Griffith**

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

BUSINESS LOCATION: **497 Second St, Macon, GA**

BUSINESS NAME: **Andalusia**

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: 2/16/26

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

Signature: _____

Date: _____

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

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

Andalusia
#497 Second Street

1,540' — SCHOOL GROUND property line
St. Joseph Catholic School

1,550 — SCHOOL BUILDING
St. Joseph Catholic School

940 — COLLEGE CAMPUS property line
Mercer University
#433 Cherry Street

4,250' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emery Highway

2,900' — PUBLIC LIBRARY or BRANCH building
Washington Memorial

4,200' — MACON-BIBB COUNTY HOUSING AUTHORITY property
#1130 Oglethorpe Street

800' — CHURCH (building)
First Presbyterian Church

700' — CHURCH GROUNDS
First Presbyterian Church

9,750' — M-B COUNTY RECREATION CENTER property
Rosa Jackson Recreation Center

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

JWH

OK!

Paul J. Hornowski

February 12, 2026

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

The Monroe County Macon Reporter

AFFIDAVIT OF PUBLICATION

The Monroe County Macon Reporter

Covering Monroe and Bibb Counties

AFFIDAVIT OF PUBLICATION IN THE STATE OF GEORGIA COUNTY OF BIBB

Applicant: Wes Griffith
Business Name : Andulisia
Business Address : 497 Second Street
City, State, Zip : Macon Georgia 31201
Consumed on or off premise: On Premise
MALT BEVERAGE, WINE, LIQUOR: Malt Beverage, wine and liquor

GEORGIA. BIBB COUNTY
NOTICE OF INTENT TO FILE REQUEST FOR ALCOHOL LICENSE
Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is here-by given that on or after the 02/03/2026, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **ANDULISIA**
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.

I, Will Davis, do solemnly swear I am the Publisher of the Monroe County/Macon Reporter, the official organ for Bibb County, Georgia and that the legal advertisement of Notice of Publication
Will Davis, Publisher

was published in the Monroe County/Macon Reporter on the following date(s):

03/04/2026 and 03/11/2026

Sworn to and subscribed before me this day 27 of March 2026
Lana Marie Seay Notary Public
My commission expires:09/05/2028

Lana Marie Seay

Lana Marie Seay
NOTARY PUBLIC
BIBB COUNTY, GEORGIA



Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

ZONING COMPLIANCE

PERMIT NO: ZC-2026-225	**PERMIT TYPE:** Limited Use	**DATE ISSUED:** 03/26/2026
PARCEL NO: Q074-0407	**ZONING DISTRICT:** CBD-1	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Wesley Griffith Andalusia	
PROPOSED USE:	New Business Application Restaurant, with alcohol	
ADDRESS OF PROPOSED USE:	497 SECOND ST	
PROPERTY OWNER'S NAME:	GRIFFITH DOWNTOWN INVESTMENTS LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a full-service Spanish restaurant with alcohol consumed on-premises in an existing multi-tenant commercial building. Initial hours of operation will be Tuesday through Saturday from 5pm to 10pm, and the applicant states that the restaurant plans to have fifteen (15) employees. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. No signage or exterior renovations are authorized by this permit; signage and exterior renovations shall require a certificate of appropriateness and separate zoning compliance. 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 below for additional conditions.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 03/26/2027

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.

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**El Camino Macon, LLC**	Control Number:	**25182386**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**543 Cherry St, Macon, GA, 31201, USA**	Date of Formation / Registration Date:	**9/11/2025**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2028**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Joshua Hale**

Physical Address: **3998 Maynards Mill Rd, Forsyth, GA, 31029, USA**

County: **Monroe**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

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: Andalusia Name of Corporation: El Camino Macon LLC

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

Individual:

Name and Title: Wes Griffith, Owner Telephone Number: 478-318-7680

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

Residential Street Address: 2180 Ingleside Ave Macon 31204

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

Mailing Address: PO Box 779 Macon, GA 31202

(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: _____

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

OWNERSHIP DISCLOSURE INFORMATION

1. An Ownership Disclosure Form must be filed to inform the County of the ownership of any entity that will be operating under an alcohol license. The information that must be provided depends on the type of the entity to be licensed.

   (A) If the entity to be licensed is a sole proprietorship, then the sole proprietor;

   (B) If the entity to be licensed is a general partnership, limited partnership, limited liability partnership, or limited liability limited partnership, then all general partners holding a twenty-five percent or greater share of all outstanding general partnership interests, if any, and all limited partners holding a twenty-five percent or greater partnership interest, if any;

   ✓ (C) If the entity to be licensed is a limited liability company, then all managing members, if any, and all members holding a twenty-five percent or greater membership interest, if any;

   (D) If the entity to be licensed is a privately held corporation, then the three highest-ranking corporate officers, and all shareholders holding a twenty-five percent or greater ownership interest, if any; and

   (E) If the entity to be licensed is a publicly traded company, then the stock symbol for the company, the name of at least one listing exchange where the company's stock is traded, and the three highest-ranking corporate officers.

   (F) If the entity to be licensed does not otherwise fall under any of the above categories, then the names of the three persons with the greatest operational authority over the entity, or the names of all such persons if fewer than three exist.

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

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

Alcohol Handler's Beverage License Renewal Application

APPLICANT

First Name: Wes Griffith Last Name: _____

Home Address: 2980 Ingleside Ave City: Macon State: GA Zip: 31204

Home Phone #: 478-318-7680 Email: wes@moonhamergroup.com

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

Mailing Address: PO Box 779 City: Macon State: GA Zip: 3120[illegible]

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

CERTIFICATION

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

Applicant's Signature _____ Date 11/13/25

I hereby certify that Wesley Griffith 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 13th day of November, 2025.

Notary Public _____ My Commission Expires October 2, 2029

BARBARA CASTILLO NOTARY PUBLIC MY COMMISSION EXPIRES Oct. 2, 2029 BIBB COUNTY, GEORGIA

Rev. 7/202121

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

WES GRIFFITH

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-04-11

Serial No.

cert_x83tc065

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

Wesley Griffith



AH000982

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

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

Alcohol Handler's Beverage License Renewal Application

APPLICANT

First Name: Matthew Last Name: Newton

Home Address: 9803 Wesleyan Woods Dr City: Macon State: GA Zip: 31210

Home Phone #: 478-804-1993 Email: Matt@moonhangergroup.com

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

Mailing Address: PO Box 719 City: Macon State: GA Zip: 31202

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

CERTIFICATION

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

Applicant's Signature

12/13/25
Date

I hereby certify that Matthew Newton 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 13th day of November, 2025.

Notary Public

BARBARA CASTILLO
NOTARY PUBLIC
MY COMMISSION EXPIRES
Oct 2, 2029
BIBB COUNTY, GEORGIA

October 2, 2029
My Commission Expires

Rev. 7/202121



Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

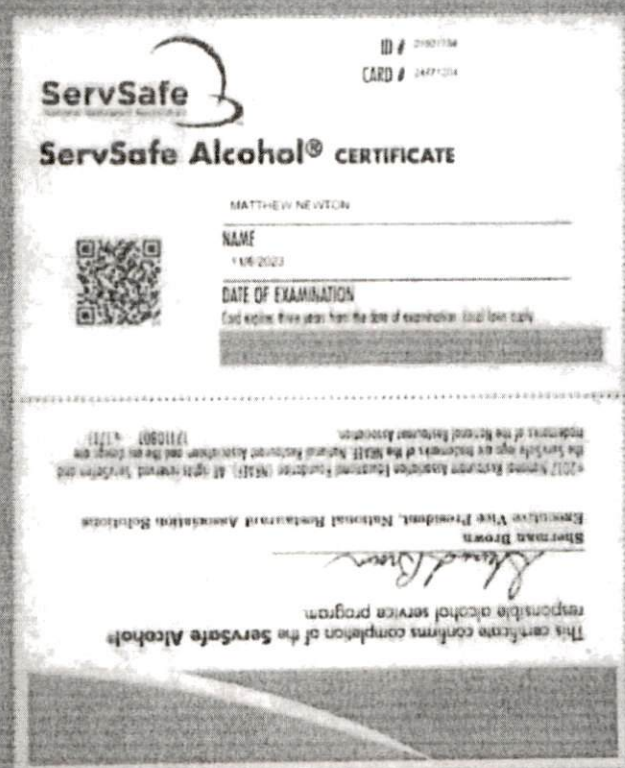
By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown
Executive Vice President, National Restaurant Association Solutions


ID #
CARD #
ServSafe
ServSafe Alcohol® CERTIFICATE
MATTHEW NEWTON
NAME
DATE OF EXAMINATION
Card expires three years from the date of examination. Local laws apply.

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

In Alaska you must laminate your card for it to be valid.

NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

NATIONAL RESTAURANT ASSOCIATION

233 South Wacker Drive
Suite 3500
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 (Fax Chicago, IL)
ServSafe.com

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Matthew Newton



AH001116

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

Griffith Downtown Investments, LLC

COMMERCIAL LEASE CONTRACT

THIS LEASE, made this 1st day of March of, 2026 between GRIFFITH DOWNTOWN INVESTMENTS, LLC first party (hereinafter called "Landlord") and Andalusia, second party (hereinafter called "Tenant").

WITNESSETH:

Premises

1. The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid kept and performed by the Tenant, has leased and rented, and by these presents leases and rents unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

Known as 497 Second Street, Macon, GA 31201

to be used for no other purposes than a restaurant.

for the term of Five years commencing on the 1st day of March, 2026, and ending on the 28th day of February, 2031 for which the Tenant agrees to pay **Griffith Downtown Investments, PO Box 779, Macon, Georgia 31202** on the first of each rental month, in advance, a monthly rental of:

03012026-022831 **$5,000 / month**

SECURITY DEPOSIT: Tenant shall deposit with Landlord on the signing of this lease the sum of $0.00, as security for the performance of Tenant's obligations under this lease, including without limitation the surrender of possession of the premises to Landlord as herein provided. If Landlord applies any part of the deposit to cure any default of Tenant, Tenant shall on demand deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the term of this lease.

TAXES: Real Property taxes shall be paid by Lessor. All personal property taxes attributable to personal property within the leased premises shall be paid by Lessee.

INSURANCE: Tenant shall, at Tenant's sole cost and expense, maintain and keep in force for the life of this Lease a general liability insurance policy insuring the Premises for claims for bodily injury, death and/or property damage, with a combined single limit of $1,000,000.00 per accident or occurrence. Landlord shall be named as an additional insured in said policy. The aforesaid dollar limits shall not in any way limit the liability of Tenant. The insurance will be with a company acceptable to Landlord.

Prior to the commencement date, Tenant shall deliver to Landlord a certificate of insurance for the aforesaid liability insurance policy. Each policy of insurance shall provide for ten (10) days prior written notice to Landlord of termination or material modification of said policy by the insurance carrier. At least ten (10) days prior to the date of each annual renewal of the policy, Tenant shall deliver a certificate to Landlord evidencing the renewal, and proof of payment of the premium for the renewal.

LATE CHARGE ; SERVICE CHARGE FOR RETURNED CHECKS: A Late Charge of 10% of the rent due will be due on any rents received after the 10th of the month. A Service Charge of $25.00 will be due on

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any returned checks. Landlord reserves the right to refuse to accept personal checks from the Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid. Management will file dispossessory warrants on the 15th of the month.

_____TENANT'S INITIALS _____TENANT'S INITIALS

An additional charge of $125.00 will be added to cover the cost of this warrant plus $35.00 to cover the cost of a writ, if necessary. In the event Landlord elects to hire an attorney to collect rent, or handle dispossessory proceedings, Landlord shall be entitled to recover all costs of collection, including courts costs and attorney fees.

ALCOHOL PERMITS: Lessee shall be responsible for obtaining all required beer, wine and liquor license for the retail sales of alcohol. Lessee must diligently peruse obtaining any and all required alcohol licenses and shall have all formal applications submitted to all local, state and federal government entities as soon as possible.

ABANDONMENT/GOVERMENTAL ORDERS: Tenant agrees not to abandon or vacate the Premises during the period of this Lease and to comply with and carry out all rules, orders, requirements, ordinances, and regulations of Federal, State, City and/or County governments.

REPAIRS BY LANDLORD: Tenant accepts Premises in its present condition and agrees to surrender said Premises in as a good condition at the expiration of this Lease, natural wear and tear excepted. Landlord shall not be required to make any repairs or improvements to Premises except to keep in good order the roof, the foundation, exterior walls (not including exterior windows), and abutting of sidewalks; provided however, that the cost of any such repairs required as a result of the negligence or willful act of Tenant, its customers, licensees, agents, servants or employees shall be borne by Tenant

REPAIRS BY TENANT: Tenant, at his own expense, whether the same be property of Landlord or Tenant, shall promptly repair and at all times maintain the lease Premises including heating and cooling units, and systems in their entirety, store fixtures and equipment, electrical fixtures, equipment and electrical installation, plumbing fixtures, pipes and drains, including keeping all drains and pipes open and clear, all machinery and hardware, painting and decorations.

IMPROVEMENTS/TRADE FIXTURES: All alterations, additions and improvements (except trade fixtures put in at the expense of the Tenant) shall remain upon and be surrendered with the Premises as part thereof at the termination of this lease, however, the Tenant is to make no changes of any nature in the above mentioned Premises without written consent from the Landlord of his Agent. The Tenant also agrees to indemnify the Landlord and his Agents against loss caused by and mechanic or material-man's lien against the property based on repairs, alterations, or improvements undertaken by the Tenant. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all trade fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

SIGNAGE: Lessee shall be permitted to add company's name on the building signage location that are approved by Lessor and local Planning and Zoning ordinances and requirements at Lessees sole cost.

DESTRUCTION OF OR DAMAGE TO PREMISES: In the event of the total destruction of the Premises by fire or other casualty, this lease shall cease and come to an end and the Tenant shall be liable for rent only up to the time of such destruction. Should the Premises herein leased by partially damaged by a fire or other casualty at any time during the term hereof, the Tenant shall give immediate notice to the Landlord, who shall thereupon cause the same to be promptly repaired. A reduction of rent, proportionate to interference to occupancy shall be allowed the Tenant during the time necessary to restore said Premises or make the necessary repairs, as the case may be, but no reduction, however, shall be allowed for any interruption by reason of damage or repairs to

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adjoining or contiguous premises.

INDEMNITY: Tenant shall be responsible for the loss of or damage to property, or injury to persons, occurring in or about the Premises, by reason of any existing or future condition, defect matter of thing in said Premises or the property of which the Premises are part of, for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about Premises.

SUBLET AND ASSIGNMENT: Tenant may not sublet the Premises or assign this Lease without written consent of Landlord.

USE AND RESTRICTIONS: Lessee shall not have loud music after 12:00 midnight due to residents living above said premises.

EVENTS OF AND REMEDIES UPON DEFAULT: In the event Tenant fails to pay rent when due, said Landlord has the right, at his option, to declare rental for entire term of this Lease immediately due and payable, to declare the Lease void, cancel the same, re-enter and take possession of the Premises. Landlord, at his option, upon breach of this Lease, may card for rent and sublet the Premises in the name of the Tenant (Tenant hereby grants Landlord a limited Power of Attorney to effectuate the same) and hold Tenant liable therefore. Such subletting on the part of the Landlord will not in any sense be a breach of the Lease on the part of the Landlord, but will be merely acting as agent for the Tenant to minimize damage. Said Landlord is not required, however, to let same for any other purpose than that specified herein. These rights of the Landlord are cumulative and not restrictive of any other rights under the law, and failure on the part of Landlord to avail himself of these privileges at any particular time shall not constitute a waiver of these rights. Landlord will be entitled to all costs associated with the same, including without limitation, its attorney fees. In the event Tenant fails to pay rent when due, Landlord has the right, at its option, to initiate collections and/or dispossessory proceedings against the Tenant as previously stated in this Lease. In the event Landlord elects to hire an attorney to collect rent, or handle dispossessory proceedings, Landlord shall be entitled to recover all costs of collection, including courts costs and attorney fees.

ATTORNEY'S FEES AND COSTS OF COLLECTION: Whenever any sums due hereunder by law, or by attorney at law, Tenant agrees to pay all attorneys' fees.

NON-WAIVER: The rights of the Landlord herein granted are cumulative and not restrictive of any other rights under the law, and failure on the part of the Landlord to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

EXTERIOR SIGNS: Tenant shall place no signs upon the outside walls or roof of the Premises except with written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any damages caused by installation, use or maintenance of said signs. Tenant, upon the expiration of this Lease, and any extension or renewal thereof, shall remove said signs and agrees upon removal of said signs to repair all damage incident to such removal.

ENTRY FOR CARDING, ETC.: Landlord may card the Premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease or in the event of default by the Tenant. Landlord may enter the Premises at reasonable hours to exhibit same prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

UTILITIES: Tenant shall promptly pay all utility bills, including but limited to electricity, telephone, internet, water (this includes the annual backflow test) fees accruing against the said property. If Tenant fails to pay any

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of the bills, Landlord may pay the same and such payment shall be added to and become part of the next rental payment due under this lease. **The pest control contract with Knox Pest Control will remain under GDI's name and be paid monthly with rent dues (or yearly if the tenant prefers to do Knox's sale when offered).**

NO ESTATE IN LAND: This lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

HOLDING OVER: If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescing; and without any express agreement of parties, Tenant shall be a tenant at will at the rental rate which is in effect of the end of the Lease; and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence , then Tenant shall be a tenant at sufferance and, commencing on the date following the date of such expiration, the monthly rental payable at time of expiration, for each month or fraction therefore during which Tenant so remains in possession, by twice the monthly rental otherwise payable.

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

DEFINITIONS: Whenever in this instrument the terms LANDLORD, TENANT, and/or AGENT are used, the same shall be construed to include heirs, executors, administrators, successors and assigns of said designated party.

This contract contains the entire agreement between parties and no representations, warranties or promises not contained herein shall be binding upon the parties hereto. The LANDLORD has made no promises to make any improvements or repairs upon the rented premises except as noted herein.

In Witness Whereof The Parties Hereto Have Set Their Hand And Seal The Day And Year First Written Above.

LANDLORD: Wesley Griffith, Manager,
Griffith Downtown Investments, LLC

TENANT: Andalusia

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Agent Certification

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

Agent's Signature: _____ Date: 3/23/26

Business Name: Andalusia

I hereby certify that Matthew Newton (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 23rd day of March, 2026.

_____ Notary Public

Oct. 2, 2029 My Commission Expires

BARBARA CASTILLO NOTARY PUBLIC MY COMMISSION EXPIRES Oct. 2, 2029 BIBB COUNTY, GEORGIA

Ownership/Individual Certification

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

Individual/Owner's Signature: _____ Date: 3/23/26
(If different from Agent)

Title: Owner

Business Name: Andalusia

I hereby certify that Wesley Griffith (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 23rd day of March, 2026.

_____ Notary Public

Oct. 2, 2029 My Commission Expires

BARBARA CASTILLO NOTARY PUBLIC MY COMMISSION EXPIRES Oct. 2, 2029 BIBB COUNTY, GEORGIA

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AGENT INFORMATION

All applications must name one person as the agent of the licensee, who shall be responsible for any matter relating to the licenses. Mailing any notice required under the law to the agent named, at the mailing address provided shall be deemed sufficient notice to a licensee.

Any person named as agent on this application must be employed and regularly scheduled to work at the licensed location a minimum of 30 hours per week; and must be an employee with directorial authority over the operations of the enterprise, including (1) authority to hire and fire staff or oversee the process for making personnel decisions; (2) responsibility to train staff or oversee staff training, and to enforce staff policy compliance requirements; (3) authority to set and revise local business policies and practices, or to oversee the implementation or revision of local business policies and practices; and (4) authority to purchase and receive alcoholic beverage inventory for the enterprise, or to oversee alcoholic beverage inventory purchasing;

Any person named as agent on this application shall be personally and independently responsible for ensuring that all statements submitted on any license application or renewal are true and correct, and for ensuring that all state and local laws governing the commercial manufacture, distribution, and sale of alcoholic beverages are followed.

If any licensee, or any employee or other person acting at the direction thereof, shall be cited or charged with any violation of the Macon-Bibb County Code of Ordinances relating to the commercial manufacture, distribution, or sale of alcoholic beverages, then the agent of such licensee may also be charged with the offense of serving as an agent of a licensee in violation of the same Code provision if the agent in question directed, aided, participated in, ratified, or had knowledge of the actions underlying said violation; or that the agent in question had knowledge of the commission of a prior, similar violation committed by the same person, licensed entity, or employee within the previous calendar year.

If an agent becomes unwilling or unable to serve as agent for any reason, the licensee has ten business days in which to appoint a new agent, and to provide in writing all information required of agents as part of an application for a new license. Licensees and applicants may appoint a new agent by filing a written notice with the Macon-Bibb Tax Commissioner's Office on an approved form. Until a new agent is appointed, the mailing of any notice to the most recent agent of record shall be sufficient notice to a licensee. The new agent must also be fingerprinted and shall be responsible for paying any fees associated therewith. The failure to appoint a new agent within ten business days shall be grounds for revocation of your license.

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PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Andalusia

Business Address: 497 Second St. Macon, GA 31201

***Instructions*:**

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

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

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

Definitions:

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

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

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

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

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

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

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

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

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

Applicant/Agent Signature

3/23/26
Date

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SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

Business Name: Andalusia

Business Address: 497 Second St. Macon 31201

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

Code Enforcement Department Designee — Date

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

Applicant/Agent Signature — Date: 3/23/26

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
[signature]	Wes Griffith	3/23/26

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

Alcohol License Questionnaire

Name of Business: Andalusia
Owner's Name: Griffith Downtown Investments, LLC (Wes Griffith)
Address: 497 Second St.
Macon 31201

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

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

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

Please circle one: ✓ Relation, see below ___ No Relation

Building owner owns both the building and the business

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

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

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

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

Signature	Print Name	Date
	Wes Griffith	3/23/26

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

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
	Mathew Newton	3/23/26

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

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: Andalusia

Business Address: 497 Second St. Macon 31201

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

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

Applicant/Agent Signature

3/23/26
Date

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: Wesley Griffith - owner
2. Name of the subject of this Certificate, if different from the applicant:

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

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

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

Moonhanger Group, Moonhanger North, MHGGL, Hand + Soul Food, Griffith Downtown Investments.

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.

Wesley Griffith
Print and Sign Name

Sworn to and subscribed before me this
23rd day of March, 20 26.

Notary Public
My Commission Expires: Oct. 2 2029

BARBARA CASTILLO NOTARY PUBLIC MY COMMISSION EXPIRES Oct. 2, 2029 BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

Macon-Bibb County
Certificate of Good Standing

Instructions: This Certificate is used to certify the tax compliance status of certain individuals or business entities with a connection to a person or business that is applying for or being considered for some privilege with the Macon-Bibb County Government. These privileges may include:

- ♥ Obtaining a building permit, plat approval, building inspection report, or certificate of occupancy
- ♥ Obtaining or renewing any alcohol or privilege license
- ♥ Being appointed to any board or position of trust requiring confirmation of the County Commission.
- ♥ Being awarded a contract through a formal competitive bid or proposal process
- ♥ Being awarded a non-competitive contract over $50,000.00
- ♥ Registering to bid on any surplus real property sold by the Macon-Bibb County Government or the Macon-Bibb County Tax Commissioner
- ♥ Any other privilege granted by Macon-Bibb County which may require certifying tax compliance status

If **AN INDIVIDUAL OR SOLE PROPRIETORSHIP** is applying for a privilege requiring this form, then that individual must complete this Certificate using his or her name as both the applicant and the subject.

If **AN ENTITY** is applying for a privilege requiring this form, then an owner or manager must complete this Certificate using the entity's name as both the applicant and the subject; and **ONE ADDITIONAL CERTIFICATE** must be completed **FOR EACH** individual identified as an owner in the entity's Certificate.

FOR BOTH INDIVIDUALS AND ENTITIES, if the privilege requested is a building permit, plat approval, building inspection report, certificate of occupancy, alcohol license, or other privilege license, then **ONE ADDITIONAL CERTIFICATE** must be completed listing the landowner of the construction site or business location as the subject.

All required completed certificates must be submitted together. Giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a $1,000 fine.

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Property Owner: Wesley Gr.77th - Owner
2. Name of the subject of this Certificate, if different from the applicant:
Matthew Newton
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.
Moonhanger Group, Moonhanger North, MH66L,
H and H Soul Food, Gr.77th Downtown Investments.

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.

Matthew Newton
Print and Sign Name

Sworn to and subscribed before me this
23rd day of March, 2026.

Notary Public
My Commission Expires: Oct. 2, 2029

BARBARA CASTILLO NOTARY PUBLIC MY COMMISSION EXPIRES Oct. 2, 2029 BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: _____

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

_____

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

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

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

_____

_____

_____

_____

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

_____
Print and Sign Name

Sworn to and subscribed before me this

_____ day of _____, 20_____.

_____
Notary Public
My Commission Expires:

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

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: Matthew Newton – Fingerprints Not Required

Business Name: El Camino Macon LLC DBA Andalusia

Business Address: 497 Second St Macon GA 31201

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

Granted DocuSigned by: 4/19/2026
1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

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

Docusign Envelope ID: 7EA46786-2530-4EF9-90F4-49AFAA017BB6

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

Review Form

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

The following required documents are included in the application:

___ Signature form

___ BSO Recommendation letter

___ Proof of Planning and Zoning compliance

___ Affidavit from the Macon-Bibb County Engineer's Department

___ Affidavit from the Macon Telegraph Newspaper

Legal Review 4/21/2026 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

ADDED TO THEMAY 5, 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.

Rev.12/24

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

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

BUSINESS

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

Business Name: Yogesh Food Mart Inc. Corporate and Trade Name: DBA:- Zaks Food Mart

Local Business Address: 1257 Riverside Dr. Macon GA 31201
(P.O. Box Not Allowed) City State Zip

Mailing Address: 1257 Riverside Dr. Macon GA 31201
Street Address (City State Zip)

Local Business Phone #: 478 2591289 Email Address: yogeshfoodmartinc@gmail.com

Contact Person: (470) 786-1034 Contact Phone #: Amandeep Singh.

AGENT

Agent's Name: AMAN SHARMA Agent's Title: MANAGER

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

Home Address: 615 LEISURE POINTE RD RM1 City: MACON State: GA Zip: 31216

Home Phone #: 4707795907 Email: Samlohari1234@gmail.com

Mailing Address: SAME AS Address City: _____ State: _____ Zip: _____

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 12/24

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the BCSO 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):	AMANDEEP SINGH		
Address	616 RICH DAVIS RD HIRAM, GA, 30141		
Sex	Race	Date of Birth	Social Security Number
M	ASIAN	[redacted]	

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

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

Amandeep Singh 12-22-25

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 III Info Received
	Sworn Criminal Justice Employment (Z) - State and III Info received

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

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

Agency Designee Signature and Title Date

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

Name-Based Criminal History Record Information Consent/Inquiry From

I hereby give consent for the BCSO 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):	AMAN SHARMA		
Address	615 LEISURE POINTE RD, APT MACON, GA, 31216		
Sex M	Race	Date of Birth	Social Security Number
M	ASIAN	[redacted]	

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

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

Aman 02-10-2026
Signature Date

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

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

Purpose Code used: (Check all that apply)

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

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

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

_____ _____
Agency Designee Signature and Title Date

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

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: Yogesh Food Mart Inc

Printed Name of Applicant: AMANDEEP SINGH

*Signature of Applicant: Amandeep Singh

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 03 DAY OF December, 20 25.

Jasmine Barnes
NOTARY PUBLIC

04.06.2029
MY COMMISSION EXPIRES

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

SAVE

SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized

The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the Guide to Understanding SAVE Verification Responses for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number:	0026041155299UU
Class of Admission (COA) Code:	IR6
Country of Birth:	IND - INDIA
Date Admitted To:	INDEFINITE

Agency Submitted Details

Full Name:	amandeep singh
Date of Birth:	[redacted]
Alien Number:	
Initiated On:	02/10/2026
Initiated By:	JREN0851
Point of Contact Name:	Jennifer Renfroe
Point of Contact Phone Number:	(478) 310-3576
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

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: Yogesh Food Mart

Printed Name of Applicant: AMAN SHARMA

*Signature of Applicant: Aman

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 10 DAY OF February, 2026.

Jasmine Barnes
NOTARY PUBLIC

04.04.2029
MY COMMISSION EXPIRES

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

SAVE

SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Application Pending (asylum) - Temp Emp Auth

The applicant is not a citizen or national of the U.S. and has filed a Form I-589 application for asylum, but a decision on the application has not yet been made. This response also indicates that SAVE verified the applicant has a valid EAD. See the Guide to Understanding SAVE Verification Responses for additional information. You will need to follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number:	0026041155095RU
Country of Birth:	IND - INDIA
Employment Authorization Document (EAD) Expiration Date:	06/03/2029
Provision of Law Code:	C08

Agency Submitted Details

Full Name:	aman sharma
Date of Birth:	[redacted]
Alien Number:	
Initiated On:	02/10/2026
Initiated By:	JREN0851
Point of Contact Name:	Jennifer Renfroe
Point of Contact Phone Number:	(478) 310-3576
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

MEASUREMENT FORM

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

APPLICANT: **Amandeep Singh**

PROPOSED LICENSE: **BEER AND WINE PACKAGED TO GO**

BUSINESS LOCATION: **1257 Riverside Dr. Macon, GA**

BUSINESS NAME: **Yogesh Food Mart, LLC**

To Be Completed by County Engineer

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

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

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

Date: 1/26 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.

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

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

Yogesh Food Mart Inc.
#1257 Riverside Drive

2,850' — SCHOOL GROUND property line
L. H. Williams Elementary

3,000' — SCHOOL BUILDING
L. H. Williams Elementary

5,300' — COLLEGE CAMPUS property line
Mercer University - #433 Cherry Street

3,850' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emery Hwy.

3,100' — PUBLIC LIBRARY or BRANCH building
Washington Memorial

1,100' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Mounts Homes

1,050' — CHURCH (building)
Kingdom Building Ministries
#211 Madison Street

1,000' — CHURCH GROUNDS
Kingdom Building Ministries

8,700' — M-B COUNTY RECREATION CENTER property
Memorial Park Recreation Center

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

OK!
Paul J. Horinowski
December 29, 2025

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

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
	IPL0296699	Legal Ad - IPL0296699		1.0	18.0L

ATTENTION: amandeep singh
1257 riverside dr
macon, GA 31201
yogeshfoodmartinc@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:
12/13/25 Digital, 12/20/25 Digital

Public notice
Georgia bibb county
Notice of intent to file request
For Beer/Wine/Packaged to go
dba-zaks food mart
yogesh food mart inc
1257 riverside dr macon,ga ,31201

Public notice
Georgia bibb county
Notice of intent to file request
For Beer/Wine/Packaged to go
dba-zaks food mart
yogesh food mart inc
1257 riverside dr macon,ga ,31201
IPL0296699
Dec 13,20 2025

Print Tearsheet Link

Marketplace Link

Mary Castro

DIGITALLY SIGNED

Mary Castro

Sherry J Chasteen

DIGITALLY SIGNED

Sworn to and subscribed before me on Dec 22, 2025, 9:47 AM EST

Online Notary Public. Notarization facilitated SIGNiX®

SHERRY J CHASTEEN
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 125328493
MY COMMISSION EXPIRES 4/16/2029

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ZONING COMPLIANCE

PERMIT NO: ZC-2025-2067	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 08/19/2025
PARCEL NO: Q072-0003	**ZONING DISTRICT:** C-2	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	amandeep singh yogesh food mart	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	1257 RIVERSIDE DR, Macon, Georgia 31201	
PROPERTY OWNER'S NAME:	HEER & BHAKTI ENTERPRISES IN	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing fueling center with 4 existing fuel dispensers and alcohol packaged to go. Expansion of the business is not allowed per section 23.18.05. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 08/19/2026

APPROVED BY: Trisha Kawa

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

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GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**YOGESH FOOD MART INC**	Control Number:	**25133973**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Owes Current Year AR**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**Convenience Stores**
Principal Office Address:	**1257 RIVERSIDE DR, MACON, GA, 31201, USA**	Date of Formation / Registration Date:	**7/8/2025**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **AMANDEEP SINGH**

Physical Address: **1257 RIVERSIDE DR, MACON, GA, 31201, USA**

County: **Bibb**

Filing History Name History

Back

Return to Business Search

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Report a Problem?

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Ownership Disclosure Form

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

Business:

Trade Name: 24KS FOOD MART Name of Corporation: YOGESH FOOD MART INC

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

Individual:

Name and Title: AMANDEEP SINGH Telephone Number: 470-786-1034

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

Residential Street Address: 616 Rich Davis Rd Hiram GA 30141

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

Mailing Address: SAME AS 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 100 % of all outstanding ownership interests.

☐ Publicly Traded Company
- Corporate Officer: Yes ____ No ____

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

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: AMANDEEP S Last Name: SINGH

Home Address: 616 Rich Davis RD City: HIRAM State: Ga Zip: 31206

Home Phone #: 470-786-1034 Email: Amandellas2020@gmail.com

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

Mailing Address: 2887 Rocky Creek RD City: MACON State: Ga Zip: 31206

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

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

Current Color photograph of applicant.

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

CERTIFICATION

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

Amandeep Singh
Applicant's Signature

10/06/25
Date

I hereby certify that amandeepSingh 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 7 day of October, 2025.

Notary Public

LEE SINGLETARY
NOTARY PUBLIC
BIBB COUNTY, GEORGIA
My Commission Expires: 01/24/2028

Rev. 7/2021

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WMUD13QQSSBH6

Certificate of Completion

This is to certify that

amandeep singh

has completed the training course

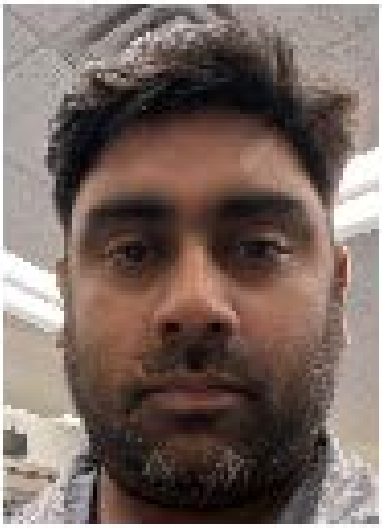
ALCOHOL AWARENESS COURSE - MACON-BIBB

Thursday, Oct 16 2025

Marshall Talley
Trainer

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6

Amandeep Singh



AH000765

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

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: AMAN Last Name: SHARMA

Home Address: 615 LEISURE POINTE RD City: MACON State: GA Zip: 31216

Home Phone #: 4707795907 Email: _____

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

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

- **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.

Aman
Applicant's Signature

02-10-2026
Date

I hereby certify that Aman Sharma 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 10 day of February, 20 26.

Megan Foskey
Notary Public

MEGAN FOSKEY NOTARY PUBLIC BIBB COUNTY, GEORGIA

March 21, 2027
My Commission Expires

Rev. 7/202121

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

5JJHIE4MJ7DWA

Certificate of Completion

This is to certify that

Aman Sharma

has completed the training course

ALCOHOL AWARENESS COURSE - MACON-BIBB

Tuesday, Feb 10 2026

Marshall Talley
Trainer

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6E

Aman Sharma



AH001733

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F
Docusign Envelope ID: 64539422-7DE8-487E-A362-630F96687113

LEASE AGREEMENT

This LEASE AGREEMENT, made and entered into as of the **15th** day of **July**, by and between **GA 1257 Riverside Dr LLC**, a Georgia corporation, with its principal place of business at **320 1st St N, Jacksonville Beach, FL 32250** ("Lessor") and **Yogesh Food Mart Inc**, a Georgia corporation, with its principal place of business at **1257 Riverside Dr, Macon, GA 31201** and **Amandeep Singh**, an individual and Georgia resident, whose residence address is **56 Peaceful Path, Apt E-33, Dallas, GA 30157** ("Lessee").

WITNESSETH:

DESCRIPTION OF DEMISED PREMISES AND EQUIPMENT

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain property located at **1257 Riverside Dr, Macon, GA 31201** situated in **Bibb** County, Georgia, and described as follows: See attached Exhibit "A", which is incorporated herein by this reference (hereinafter referred to as the "Demised Premises").

Lessor also hereby leases to Lessee, and Lessee also hereby leases from Lessor including but not limited to, cabinets, counters and refrigeration equipment described on the attached Exhibit "B" which is incorporated herein by this reference (hereinafter referred to as the "Convenience Store Equipment").

As a condition to entering into this Lease, and in consideration of Lessor's agreement to lease the Demised Premises and Convenience Store Equipment to Lessee at a below-market rental rate and under favorable terms, Lessee shall pay to Lessor a one-time, non-refundable entry premium in the amount of **FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00)** upon execution of this Lease. This payment shall not be applied toward rent, security deposit, or any other obligations under this Lease, and shall be deemed fully earned upon receipt. Lessee acknowledges that this payment represents consideration for the opportunity to lease the Demised Premises and equipment under the terms set forth herein, and not for any specific property interest.

Now, therefore, for and in consideration of the premises and the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby mutually covenant and agree as follows:

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Docusign Envelope ID: 64539422-7DE8-487E-A362-630F96687113

TERM AND RENT

Section 1.01. Term. The lease term shall commence as of **July 1st, 2025** and shall continue, unless earlier terminated as provided herein, until **June 30th, 2030** (the "Term").

Section 1.02 Rent. Lessee shall pay Lessor, without set-off or deduction, monthly rent of **SIX THOUSAND AND 00/100 DOLLARS ($6,000.00)** during the term of this lease. As a special arrangement, Lessor has agreed for a monthly rent of FOUR THOUSAND AND 00/100DOLLARS ($4,000.00) for the first three (3) months of this lease term.

a. Such rent shall be due and payable on the first day of each calendar month. The accrual or rent hereunder shall begin with the commencement of the Term of this Lease, but in the event that the commencement date shall occur on a day of the month other than on the first day of the month, the first rental payment (and the last rental payment) shall be adjusted for the proportionate fraction of the whole month so that all rental payments other than the first shall be made and become due and payable on the first day of each month. Rental may be prepaid in advance up to the amount of any remaining annual rental due within the period remaining in any calendar year.

b. All rental and other sums which Lessee is required to pay hereunder shall be due and payable on the first (1st) day of each calendar month, without offset or deduction for any claim or indebtedness of Lessor. Any payment not received by the fifth (5th) day of the month shall be deemed delinquent and subject to the following additional charges:

- If received between the sixth (6th) and fifteenth (15th) day of the month (inclusive), Lessee shall pay a late fee of One Hundred Dollars ($100.00);
- If received after the fifteenth (15th) day of the month, Lessee shall pay a late fee equal to ten percent (10%) of the monthly base rent.

If any rental payment remains unpaid beyond the thirtieth (30th) day of the month in which it is due, Lessee shall be deemed in default under this Lease, and Lessor shall be entitled to pursue any and all remedies available under this Lease or at law.

c. Lessor shall initiate a draft, effective draft date being the following business day, from a banking institution specified by Lessee for all rental monies due on the 1st day of each month. For days that are weekends or holiday, Lessor will initiate the draft by 2 p.m. on the first day immediately following

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Docusign Envelope ID: 64539422-7DE8-487E-A362-630F96687113

the weekend or bank holiday. In the event that funds are not available when draft is presented for payment, Lessee will reimburse Lessor for all bank charges related to that transaction.

d. All taxes, charges, costs and expenses which Lessee is required to pay under this Lease, together with all interest and penalties that may accrue thereon in the event of Lessee's failure to pay such amounts, and all damages, costs and expenses which Lessor may incur by reason of any default of Lessee or failure on Lessee's part to comply with the Term of this Lease, shall be deemed to be additional rent hereunder, and, in the event of nonpayment by Lessee, Lessor shall have all the rights and remedies with respect thereto as Lessor has for the nonpayment of the above specified monthly rental.

e. It is the intention of Lessor and Lessee that the rent herein specified shall be absolutely net to Lessor in each year during the Term of this lease; and that all costs, expenses and obligations of every kind relating to the leased property (except as otherwise specifically provided in this Lease), shall be paid by Lessee; and Lessee shall indemnify Lessor against such costs, expenses and obligations.

All rents shall be paid to Lessor at the offices of Lessor specified herein, or at such other address as Lessor may from time to time designate to Lessee by Notice in the manner hereinafter provided.

Section 1.03 Option to Extend Lease Term. Lessee shall have the option to extend the term of this Lease for **one** (**1**) additional period of **five** (**5**) years (the "**Extension Term**"), by providing written notice to Lessor of its intent to exercise such option not less than **one hundred eighty** (**180**) days prior to the expiration of the initial Lease Term. The Extension Term shall be on the same terms and conditions as set forth in this Lease, except that the monthly base rent during the Extension Term shall be **SEVEN THOUSAND AND 00/100 DOLLARS** (**$7,000.00**) per month.

If Lessee fails to timely provide such written notice, this option shall automatically lapse and be of no further force or effect. Time is of the essence with respect to the exercise of this option.

COVENANTS AND WARRANTIES OF LESSOR

Section 2.01 Authority of Lessor. Lessor represents and warrants to Lessee that it has full right and lawful authority to enter into this Lease.

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Docusign Envelope ID: 64539422-7DE8-487E-A362-630F96687113

LESSEE'S OBLIGATIONS FOR TAXES, UTILITIES, AND MAINTENANCE

Section 3.01 Taxes. Lessee shall be responsible for real estate taxes. Lessee shall pay all tangible property taxes assessed against the furniture and fixtures in the Demised Premises, including the Convenience Store Equipment. Lessee shall pay all sales tax on rent and additional rent, and all sales taxes due on goods sold on the Premises.

Section 3.02 Utilities. Lessee agrees that it will pay all costs for water, sewer, gas and electric current and other utilities used, consumed or wasted upon or in connection with the Demised Premises during the Term hereof and of any renewals thereof including hookup, fees or charges, as and when the charges for the same shall become due and payable.

Section 3.03 Repair and Maintenance. Lessee shall, at all times during the Term of this Lease, at its own cost and expense, keep and maintain or cause to be kept and maintained in repair and good condition, ordinary wear and tear excepted, all buildings, improvements, the Convenience Store Equipment, and parking areas at any time constructed on the Demised Premises, and shall use all reasonable precautions to prevent waste, damage or injury thereto. Lessee shall be responsible for nozzles, hoses and filters on all MPD's. Lessor shall not be required to maintain service or repair or to make any improvements, repairs or alterations in or to the Demised Premises during the Term of this Lease or any extensions thereof.

Section 3.04 Lessor's Rights Upon Nonpayment. Lessor shall have the right after delinquency at all times during the Term hereof to pay any taxes, assessments, water rents, levies, interest or other charges upon the Demised Premises, and to pay, cancel and clear all tax sales, liens, charges and claims upon or against the Demised Premises or any improvements that are now, or may be, placed thereon, and to redeem said Demised Premises from the same, or any of the, from time to time, without being obligated to inquire as to the validity of the same. Any sums so paid by Lessor shall become additional rent due and payable by Lessee on the next day after such payment by Lessor.

Section 3.04 Permitted Contests. Lessee, at its expense, may contest (by appropriate legal proceedings conducted in good faith and with due diligence), the amount, validity or application, in whole or part, of any tax or charge referred to in Section 3.01 or Section 3.02 hereof, or any local, state or federal law, rule or regulation imposed on Lessee's operation at the Demised Premises, provided that Lessee shall give Lessor prior written notice of such contest and shall have paid the contested taxes or charges or shall

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Docusign Envelope ID: 64539422-7DE8-487E-A362-630F96687113

have provided to Lessor adequate security therefore. Upon the termination of such proceedings, Lessee shall deliver to Lessor proof of the amount of the imposition as finally determined in such proceedings. Lessor on behalf of Lessee and at Lessee's sole expense shall join in any such proceedings and shall cooperate with Lessee to the end that such proceedings may be brought to a successful conclusion. Lessee shall be entitled to any refund of any such tax and penalties or interest thereon which shall have been paid by Lessee. Lessee shall indemnify and save harmless Lessor from responsibility, financial or otherwise, arising out of any such proceedings.

INSURANCE

Section 4.01 Lessee's Insurance. Lessee hereby covenants and agrees to obtain, maintain, and keep in force at all times during the Term of this Lease a commercial umbrella liability insurance policy in the amount of $2,000,000.00 (TWO MILLION AND 00/100 DOLLARS), for the benefit of Lessor. Such insurance shall provide coverage against claims for personal injury, death, property damage, and other liabilities arising from or related to the use and occupancy of the Demised Premises, including any associated activities.

Lessee shall keep, protect, indemnify, and hold Lessor harmless from any loss, cost, or expense, and from any liability to any person or entity arising out of Lessee's negligence or operations on the Premises.

All such insurance shall name Lessor as an additional insured and shall be non-cancelable without thirty (30) days' prior written notice to Lessor. Lessee shall provide Lessor with current certificates of insurance evidencing such coverage upon request.

Section 4.02 Lessor's Insurance. Lessor shall not be required to obtain or maintain any insurance coverage on the building, improvements, or equipment located on the Demised Premises. Lessee shall be solely responsible for obtaining and maintaining, at its sole cost and expense, any and all insurance necessary to protect the building, improvements, Lessee's fixtures and equipment, and any Lessor-owned equipment located on the Demised Premises.

All such insurance shall be maintained for the benefit of Lessor, and Lessor shall be named as a loss payee and additional insured, where applicable. Lessee shall provide certificates of insurance upon

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request. Lessee shall not be granted possession of the Demised Premises until all insurance required under this Lease has been obtained and evidence thereof delivered to Lessor.

Section 4.03 General. The parties further covenant and agree that the Lessor and Lessee or anyone claiming by, through or under them, shall be named as co-insureds as their respective interest may appear in the above policies and that Lessor shall deliver to the Lessee a certificate of said insurance and the renewals thereof, from time to time during the Term of this Lease.

CONSTRUCTION OF IMPROVEMENTS. REPAIRS AND ALTERATIONS

Section 5.01 Construction of Improvements.

(a) **Re-imaging the Premises**

The parties acknowledge and agree that Lessee shall have the right from time to time to "re-image" the convenience store interior and exterior, whether upon updating the appearance of the convenience store or otherwise. Such reimaging may include new signs, building fascia, canopy fascia, pump decals, canopy signs, and other similar items.

(b) **Changes or Alterations to the Premises**

Notwithstanding the forgoing Lessee shall not alter, change or modify the subject property in anyway without the prior written consent of Lessor. In the event Lessee does alter, change or modify the subject property without Lessor's written approval Lessee shall be responsible for all damages incurred and shall remove said alterations, changes or modifications within 5 days of receipt of notice from Lessor at Lessee's sole cost and expense and shall return the premises to its previous condition. Lessee shall pay for all legal fees incurred by Lessor in enforcing this provision.

Section 5.02 Liens. In the event Lessee makes any improvements to portions of the Demised Premises, Lessee shall not permit any liens to attach to Lessor's interest in the Premises. If any mechanics lien or other lien or order for the payment of money shall be filed against the Demised Premises or building(s) or improvements thereon by reason of, or arising out of, any labor or material furnished or alleged to have been furnished to or for Lessee at the Demised Premises, or for or by reason of any change,

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alteration or addition by the Lessee, or the cost or expense thereof or any contract relating thereto, or against Lessor, then Lessee shall within thirty (30) days after the filing of any such lien cause the same to be canceled and discharged of record, by bond or otherwise, at the election and expense of Lessee, and shall defend on behalf of Lessor, at Lessee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and Lessee shall pay any damages and discharge any judgment entered thereon and shall indemnify and save harmless Lessor from any claim or damage resulting therefrom.

USE AND SURRENDER OF THE DEMISED PREMISES AND UTILITIES

Section 6.01 Use of the Demised Premises. Lessee may use the Demised Premises for the purpose of operating a convenience market, including the sale of petroleum fuels; provided, however, that such use shall not constitute a public or private nuisance or violate any applicable law, ordinance or regulation.

Section 6.02 For Lease Signs by Lessor. Lessor or Lessor's agents, at any time within six (6) months before the expiration of any Term hereof, shall have the right to enter upon the Demised Premises and to affix upon any suitable part thereof a notice or notices for the leasing of the Demised Premises, which Lessee shall not remove, and Lessor shall further be allowed to show the Demised Premises to prospective tenants.

Section 6.03 Signs. Any signs erected on the Demised Premises must conform with the general architectural scheme of the Demised Premises and any related property owned by Lessor. The design and location of any such signs must be approved by Lessor in writing prior to the installation thereof

Section 6.04 Surrender of Demised Premises.

(a) Lessee may remove all trade fixtures, machinery, equipment, furniture or other personal property of whatever kind and nature kept or installed on the Demised Premises by Lessee or by Lessee's assignees or sub lessees. Lessee shall repair any damage to the Demised Premises that may occur as a result of the removal by Lessee of Lessee's property. Any and all property on the Demised Premises at the commencement of the Term or placed or installed on the Demised Premises by the Lessor during the Term shall remain the property of the Lessor. At the end of the Term, Lessee shall remove its property; any

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property of Lessee remaining on the Demised Premises after the end of the Term shall become the property of Lessor.

(b) Lessee covenants and agrees, at the expiration or earlier termination of this Lease, whether by limitation, forfeiture or otherwise, to quit, surrender and deliver to Lessor possession of the Demised Premises. If Lessee shall default in so surrendering the Demised Premises, Lessee's occupancy subsequent to such expiration or termination, whether or not with the consent or acquiescence of Lessor, shall be deemed to be a tenancy-at-will and in no event for month-to-month or year-to-year and it shall be subject to all the terms, covenants and conditions of this Lease applicable thereto, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over. However, the Rent that shall be due and payable for each day of the tenancy-at-will shall be equal to the three times the rate of the annual rent in effect immediately before the expiration or termination of this Lease, divided by 365.

ASSIGNMENT, MORTGAGE, SUBLEASE, OR LICENSE

Section 7.01 Sublease. etc. Neither Lessee nor his successors or assigns shall assign or allow any other person except agents and employees of Lessee to occupy the Premises or any part thereof, mortgage, pledge, or encumber this Lease or sublet the Demised Premises in whole or in part, or permit the Premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance which consent Lessor may elect not to give for any reason or for no reason. Violation of this Paragraph shall constitute a default hereunder. If this Lease be assigned or transferred, or if all or any part of the Demised Premises is sublet or occupied by anybody other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, transferee, subtenant or occupant, and apply the net amount collected to the rent reserved herein, but no such assignment, subletting, occupancy, or collection shall be deemed a waiver of any agreement or condition hereof, or the acceptance of the assignee, transferred, subtenant, or occupant as Lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this Lease and shall not be released from the performance of the terms and conditions hereof. The consent by Lessor to an assignment, mortgage, pledge or transfer shall not be construed to relieve Lessee from obtaining the express written consent of Lessor to any future transfer or interest. The interest of Lessee in this Lease is not assignable by operation of law without the written consent of Lessor. Granting or withholding of consent shall be at Lessor's absolute discretion.

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Section 7.02 Application Fee. Lessee shall pay to Lessor a fee in the amount of $300 upon application for assignment or subletting in accordance with this Paragraph in order to defray expenses to be incurred by Lessor in reviewing and considering approval of such assignment or subletting. Lessor shall be under no obligation to consider approval of any proposed assignment or subletting until such time as the said fee shall be paid by Lessee to Lessor.

DEFAULT AND REMEDIES:INDEMNITY

Section 8.01 Default by Lessee. The occurrence of one or more of the following is a default under this Lease by Lessee:

(a) Failure to pay rent when due, including additional rent.

(b) Failure to make any payment other than rent required under this Lease when due, whether to Lessor or any third party arising from Lessee's use of the property, if the failure continues for a period of five (5) days after notice from Lessor to Lessee.

(c) Except subsections (a) and (b) set forth in this Section 8.01, the failure to comply with any provisions of this Lease, if the failure continues for ten (10) days after notice from Lessor to Lessee. If the default is one that reasonably requires more than ten (10) days to correct, Lessee shall have a reasonable time to correct it if Lessee begins correction with ten (10) days after the notice and diligently prosecutes correction to completion.

(d) Making a general assignment or arrangement for the benefit of creditors, being adjudicated as bankrupt, receiving the benefit of any insolvency, readjustment of debts, reorganization or bankruptcy law, entering to an agreement of composition with creditors, having a receiver or trustee appointed to take possession of Lessee's assets on the property or his interest under this Lease or the seizing under legal process of Lessee's assets on the property or his interest under this Lease when the action under this subparagraph is not canceled, discontinued, dissolved or discharged within 30 days. Under no circumstances shall Lessee or Guarantor(s) declare or file for bankruptcy protection without first giving Lessor ten (10) days written notice. Violations of this covenant shall be an automatic default under this lease agreement. LESSEE HEREBY WAIVES THE PROTECTION OF THE AUTOMATIC STAY

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PROVIDED BY SECTION 362 OF THE BANKRUPTCY CODE. The foregoing waiver is subject to the approval of the bankruptcy court.

(e) Vacating or abandoning the property or failing to sell motor fuels and convenience store items therefrom continuing for seven (7) days.

(f) If Lessee is a corporation, partnership, or other artificial entity, if any part or all of its shares of stock, partnership interest, or other beneficial interest shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the present effective voting control of Lessee by the person owning a majority of the shares of stock, partnership interest, or other beneficial interest on the date of this Lease.

(g) A failure to comply with Lessee's obligations under the fuel supply agreement for the Demised Premises.

Section 8.02 Remedies Upon Default

(a) If a default by Lessee occurs, Lessor may:

(1) Immediately obtain a court order to re-enter and evict all persons and remove all personal property from the property leased, storing the removed property in a public warehouse as elsewhere at Lessee's expense without liability; or

(2) Relet the property, or any part of it, for the account of Lessee for the remainder of the Term to any tenant at the rent and on the conditions that Lessor deems advisable. Lessor shall credit the rent received on the balance due from Lessee first, to any expenses incurred because of the repossession, next, to interest and the balance to principal. Lessor may repair or restore the premises if required for reletting. Repossession shall not terminate this Lease unless Lessor gives notice of termination to Lessee; or

(3) Collect each installment of rent or other sum due under this Lease as it becomes due or otherwise enforce any of its provisions that are not being complied with by Lessee; or

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(4) Await the end of the Term of this Lease and then collect all rent or other sums due under it; or

(5) Terminate this Lease by notice to Lessee in which event Lessee shall immediately surrender possession of the property and pay Lessor all loss or damages incurred because of Lessee's default including all rent due forthwith; or

(6) Declare all the rent and other sums due or to become due for the entire Term remaining immediately due and payable and accelerate same so that the full amount of all such rent and other sums shall become immediately due and payable by Lessee and paid to Lessor upon demand therefore, and Lessor may collect all the unpaid rent or other sums called for by this Lease by distress or otherwise.

(b) Notice or demand is not a prerequisite to any remedy unless another part of this Lease provides for notice or demand in which event that provision shall prevail.

(c) In addition to any other loss or damages that Lessor sustains because of Lessee's default, Lessee's shall pay all expenses incurred by Lessor for repairs or renovation to the property required as a result of his tenancy, for transfer and storage charges for Lessee's personal property removed from the property lease, and broker's commissions, costs, expenses and attorney's fees incurred by Lessor for enforcing or construing this Lease, whether for negotiations, trial, appeal or otherwise.

(d) Lessee grants Lessor a lien on Lessee's personal property located on the property leased to secure all sums due or to become due under this Lease in addition to any statutory lien or right to distrain. Lessee shall not remove Lessee's personal property from the property leased until all money due Lessor is paid. If Lessee's personal property is removed, the lien continues for a period of six (6) months during which Lessor may seize Lessee's personal property wherever found and sell it or so much of it as will satisfy all money due Lessor without process. This lien may be enforced by distress regardless of the nature of the money due.

(e) Any payment required under this Lease that either party does not make bears interest at the maximum allowed by Georgia Law, computed monthly in arrears as of the first business day of each month. Notwithstanding any provisions of this Lease to the contrary, no interest, charges, or other payments

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in excess of those permitted by law shall accrue or become payable hereunder and any excessive payment which may be made shall be applied to future rental payments or, at the option of Lessor, shall be refunded to Lessee.

(f) All remedies of Lessor are cumulative to each other and to any other remedies given by law. All rights of Lessor on Lessee's default apply to an extension of this Lease. By making a payment for Lessee or from any security deposit, Lessor does not waive Lessee's default or any right Lessor has because of the default.

(g) The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other covenant, term or condition herein contained.

(h) Lessee and Lessor hereby agree that any violation or default by Lessee of the FUEL Supply Agreement shall constitute a default by Lessee of this Agreement, and Lessor shall be entitled to all legal and equitable remedies available.

MORTGAGE AND ESTOPPEL CERTIFICATE

Section 9.01 Subordination. This Lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the Demised Premises. Although no instrument or act on the part of Lessee shall be necessary to effectuate such subordination, Lessee agrees it will execute such further instruments subordinating this Lease to the liens of such mortgages as may be requested by the mortgagee.

Section 9.02 Estoppel Certificate. Lessor and Lessee agree that Lessee will at any time and from time to time, but not more than twenty (20) days after written request by either of them to the other, execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and is in full force and effect (or if there have been such modifications, that the same is in full force and effect as modified, and stating the modification) and the date to which the rental and other changes have been paid in advance, it being intended that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser of the fee, mortgagee or assignee of any mortgage upon the fee or leasehold interest in the Demised Premises or by the assignee of the Lessee if such assignment is permitted by the Lessor as otherwise herein required.

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CONDEMNATION

Section 10.01 Taking. Any taking during the Term of this Lease of any interest in the Demised Premises as a result of the actual exercise of the power of condemnation or eminent domain by the United States or any other body having such power or any sale or other transfer of any such interest in lieu of or in anticipation of the impending exercise of any such power, to any person legally empowered to exercise such power shall, for the purposes of this Lease, be herein referred to as a "Taking."

Section 10.02 Total Taking. In the event all of the Demised Premises or such portion **thereof as** makes the residue of substantially no commercial value to Lessee is subject to a Taking, this Lease shall automatically terminate on the date that title to the Demised Premises or portion thereof vests in the condemning authority; provided, however, that the termination of this Lease shall not benefit the condemner and shall be without prejudice to the rights of either Lessor or Lessee to recover just and adequate compensation from the condemning authority.

Section 10.03 Partial Taking. In the event less than all of the Demised Premises is subject to a Taking and/or the residue after a Taking remains of substantial commercial value to Lessee, this Lease shall not terminate, provided, however, that (i) the rent payable hereunder shall be equitably reduced by Lessor in proportion to the portion of the Demised Premises which has been subject to a Taking; and (ii) such continuing of this Lease shall be without prejudice to the rights of either Lessor or Lessee to recover just and adequate compensation from the condemning authority.

WAIVER OF SUBROGATION

Section 11.01 Conditional Mutual Release and Waiver of Subrogation. Lessor and Lessee hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any liability, loss or damage to property caused by fire or any extended coverage or supplementary contact casualties, even if such liability shall have arisen out of fire or other casualty caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided however, that this release shall be applicable and in force and effect only with respect to loss or damage fully covered by insurance and occurring during such time as the releasor' s insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder

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Lessor and Lessee each agree that they will request their insurance carriers to include in their policies such a clause or endorsement. If extra cost shall be charged therefore, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

CONDITION OF DEMISED PREMISES

Section 12.01 Lessee's Inspection: Disclaimer of Any Representations by Lessor. Lessee accepts this Lease of the Demised Premises "as is" and further agrees that, in taking this Lease, it is governed by its own inspection of the Demised Premises and its own judgment of their desirability for its purpose, and has not been governed or influenced by any representation of Lessor as to condition and character of the Demised Premises; that no agreements, stipulations, reservations, exceptions or conditions whatsoever have been made or entered into in regard to the Demised Premises or this Lease, which will in any way vary, contradict or impair the validity of this Lease or of any of its terms and conditions as herein set forth, and that no modification of this Lease shall be binding unless it be in writing and executed by all the parties hereto. Furthermore, Lessee takes this Lease on the Demised Premises subject to all statutes, ordinances and regulations of competent governmental authority affecting the occupancy and use thereof, the construction and maintenance of improvements thereof, and the business and occupations to be engaged in by Lessee, in force now or subsequently put in force during the Term of this Lease.

MISCELLANEOUS

Section 13.01 Waiver. Failure of Lessor to insist upon the strict performance by Lessee of any term, condition or covenant on Lessee's part to be performed pursuant to the Term of this Lease or to exercise any option, right, power or remedy of Lessor contained in this Lease shall not be deemed nor construed as a waiver of such performance or relinquishment of such right now or subsequent hereto.

Section 13.02 Severability. Each and every covenant and agreement contained in this Lease shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by Lessor shall not discharge or relieve Lessee from its obligation to perform each and every covenant and agreement to be performed by Lessee under this Lease. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Lease valid and enforceable. If any term, provision or covenant

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of this Lease or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this Lease or the application of such term, provision or covenant to person or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

Section 13.03 Notices. Demands and Other Instruments. All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the Term of this Lease shall be in writing and shall be deemed to have been properly given (i) by electronic mail to the respective email addresses set forth below; or (ii) upon personal delivery, via courier or express courier services or (iii) upon deposit in the United States Mail, if sent by first class, registered or certified United States Mail, return receipt requested, addressed to each party hereto at:

Lessor:

GA 1257 Riverside Dr LLC
Attn: Saumil Ambani
320 1st St N, Suite 615
Jacksonville Beach, FL 32250
Email: saumil@landventures.llc

Lessee:

Yogesh Food Mart Inc
Attn: Amandeep Singh
1257 Riverside Dr,
Macon, GA 31201
Email: 24hourfoodmartllc@gmail.com

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing and deliver to the other party.

Section 13.04 Successors and Assigns. Each and every covenant, term, condition and obligation contained in this Lease shall apply to and be binding upon and inure to the benefit or detriment of the respective legal representatives, successors and assigns of Lessor and Lessee. Whenever reference to the parties hereto is made in this Lease, such reference shall be deemed to include the legal representatives, successors and assigns of Lessor and Lessee as if in each case expressed. The term "Person" when used in this Lease shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, government or governmental organization or any other entity.

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Section 13.05 Headings. The headings to the various sections of this Lease have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this Lease.

Section 13.06 Counterparts. This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 13.07 Applicable Law. This Lease shall be construed under and enforced in accordance with the laws of the State of Georgia.

Section 13.08. Venue. Any action to enforce, protect, or exercise any rights or obligations under this Agreement shall be brought in the appropriate state court (county or circuit) in Emanuel County, Georgia.

Section 13.09 Waiver of Jury Trial. THE UNDERSIGNED WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, ANY ASPECT OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION WITH SUCH TRANSACTION. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE UNDERSIGNED AND THE UNDERSIGNED ACKNOWLEDGE THAT NO ONE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE UNDERSIGNED FURTHER ACKNOWLEDGE HAVING BEEN REPRESENTED IN CONNECTION WITH THE TRANSACTION WITH RESPECT TO WHICH THIS DOCUMENT IS BEING GIVEN AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED BY THE UNDERSIGNED'S OWN FREE WILL, AND THAT THE UNDERSIGNED HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THE UNDERSIGNED FURTHER ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.

Section 13.10 All Genders and Numbers Included. Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this Lease, it shall equally apply to, extend to and include the other.

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Section 13.11 Time of the Essence. It is specifically agreed that the timely payment of each and every installment of rent and timely performance of each and every one of the terms, covenants and conditions hereof is of the essence of this Lease.

Section 13.12 Amendments or Modification. Lessee acknowledges and agrees that Lessee has not relied upon any statement, representations, agreements or warranties except as expressed herein, that this Lease contains the entire agreement of the parties, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties in writing hereto in the same manner as the execution of this Lease.

Section 13.13 Security Deposit. No security deposit shall be required from Lessee under this Lease. Lessor waives any right to collect or hold a security deposit in connection with Lessee's obligations hereunder.

OTHER COVENANTS

Section 14.01 Memorandum of Lease. The parties agree to execute a memorandum of this Lease in recordable form and have the same recorded in the real estate records of the Office of the Register of Deeds for the county in which the Demised Premises are located. Lessee shall be solely responsible for the cost of preparing and recording the memorandum.

Section 14.02 Beer Licenses/Permits. The parties acknowledge that to the extent permitted by applicable law, Lessee intends to offer for sale at Demised Premises alcoholic malt beverages, if Lessee obtains a permit. Lessee agrees that such sales shall be for off premises consumption only. Lessee further agrees to take all reasonable steps necessary to ensure that no alcoholic beverages are consumed on the Demised Premises.

Section 14.03 Financial Information. Lessee shall provide to Lessor quarterly, within thirty (30) days after the end of each calendar period, a profit and loss statement and balance sheet reflecting the financial condition of Lessees business operated at the premises. The Lessor agrees that all information submitted in accordance with this section shall be kept confidential. Lessee shall provide Lessor, on a monthly basis, with copies of Lessee's sales tax reports from "inside sales" i e. gross revenue other than from gasoline sales.

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Section 14.04 Vendor Agreement. Without Lessor's prior written consent, Lessee shall not sign or initiate any vendor contract or agreement for Demised Premises including but not limited to Fuel Supply, merchandise items, gaming contracts etc. In the event Lessee signs or initiates any vendor contract for the subject property without Lessor's written approval, Lessee shall be responsible for all damages incurred and shall terminate any such agreements or contracts within 5 days of receipt of notice from Lessor at Lessee's sole cost and expense. Lessee shall pay for all legal fees incurred by Lessor in enforcing this provision. In addition to the other remedies found in this and other sections in this Agreement, Lessee's non-compliance with this section shall be grounds for a termination of the lease.

ENVIRONMENTAL MATTERS

Section 15.01 Definitions. For purposes of this section "Environmental Laws" shall be defined as any applicable current or future federal, state or local governmental law, regulation or ruling applicable to environmental conditions on, under or about the Demised Premises, including, without limitation, federal, state or local solid waste disposal rules, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Material Transportation Act, the Resource Conservation and Recovery Act, as amended, the Toxic Substances Control Act, as amended, the Water Pollution Control Act, as-amended, or any other applicable federal, state or local laws, regulations or ordinances. Also, the term "Hazardous Materials" shall be defined as polychlorinated biphenyls, petroleum. radioactive materials, asbestos, and any waste, substance or material defined as such (or for the purpose of) in the applicable "Environmental Laws" or listed as such by the Environmental Protection Agency.

Section 15.02 Hazardous Materials. Without Lessor's prior written consent, Lessee shall not receive, store or otherwise handle on the Demised Premises any product which is hazardous, toxic, explosive, highly flammable or any Hazardous Material, except in compliance with all Environmental Laws. Lessor acknowledges that Lessee will sell petroleum fuels and motor oil from the Demised Premises in the conduct of its normal business operations, and Lessor hereby consents to same as it relates to such petroleum products, provided that such products are stored, maintained and dispensed in accordance with prevailing governmental regulations. All of Lessee's activities in and on the Demised Premises shall comply with applicable Environmental Laws including but not limited to complying with the Vapor Recovery Certification requirements and record keeping.

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Agent Certification

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

Agent's Signature: Aman SHARMA Date: 02-10-2026

Business Name: Yogesh Food Mart Inc

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

This 10 day of February, 20 26

Notary Public

MEGAN FOSKEY NOTARY PUBLIC BIBB COUNTY GEORGIA

March 21, 2027
My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: Amandeep Singh Date: 12-22-25
(If different from Agent)

Title: OWNER

Business Name: YOGESH FOOD MART INC

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

This 22 day of December, 20 25

Notary Public

Emily Bivins Bibb County Georgia Notary Public

1-31-25
My Commission Expires

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: YOGESH FOOD MART INC

Business Address: 1257 River Side dr Macon, Ga, 31201

***Instructions*:**

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

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

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

Definitions:

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

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

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

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

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

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

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

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

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

Amandeep Singh
Applicant/Agent Signature

12-22-25
Date

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

Business Name: Yogesh Food Mart Inc.

Business Address: 1257 Riverside Dr. Macon GA 31201

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

Code Enforcement Department Designee — Date: 2/9/26

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

Applicant/Agent Signature — Date: 2/9/26

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

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.

Amandeep Singh	AMANDEEP SINGH	12-22-25
Signature	Print Name	Date

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

Applicant Privacy Rights Notification Signature Form

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

Aman	Aman Sharma	02-10-2026
Signature	Print Name	Date

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

Alcohol License Questionnaire

Name of Business: YOGESH FOOD MART INC
Owner's Name: ~~Amandeep Singh~~
Address: ~~1257 River Side Dr. Macon GA~~

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? $ 300K-

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

Amandeep Singh	Amandeep Singh	12/22/25
Signature	Print Name	Date

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

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: YOGESH FOOD MART INC

Business Address: 1257 Riverside dr Macon Ga

☐ **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

Amandeep Singh
Applicant/Agent Signature

12-22-25
Date

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

Building Owner

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Property Owner: GA 1257 Riverside Dr. 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: Business licence.	

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.

GA LV LLC - 100% - Directly
Saumil Ambani - 100% - Indirectly

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.

Saumil Ambani
Print and Sign Name

Sworn to and subscribed before me this
9th day of December, 2025.

Susan Abrams
Notary Public

SUSAN ABRAMS
MY COMMISSION # HH 643515
EXPIRES: May 9, 2029

My Commission Expires:

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: AMANDEEP SINGH
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.

Amandeep Singh
Print and Sign Name

Sworn to and subscribed before me this
22 day of December, 2025.

Jasmine West Barnes
Notary Public
My Commission Expires: 04.06.2029

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

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: Amandeep Singh – No New Fingerprints Required
Aman Sharma – Fingerprints Completed: 02.10.2026

Business Name: Yogesh Food Mart Inc dba Zaks Food Mart

Business Address: 1257 Riverside Drive, Macon, GA 31201

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

Granted DocuSigned by: 2/14/2026
Sheriff, Macon-Bibb County, Georgia **Date**

Denied 1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

Docusign Envelope ID: 08CEB1EA-FF99-4F44-9FB2-2716B6EDF57F

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

Review Form

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

The following required documents are included in the application:

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

Legal Review 4/23/2021 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: D4601C2B-918E-4545-A899-85010DC566BE

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : Yes

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

Non-Profit Business : No

Required Attachments

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

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

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

Alcohol Beverage Supplemental Packet:

CCF_000191.pdf

Business Information

Docusign Envelope ID: D4601C2B-918E-4545-A899-85010DC566BE

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

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

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

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

Business Name (DBA) : FOOD CENTER #1

Corporation Name : SSE GAS INC

Business Address : 277 WALNUT ST

City : MACON

State : GA

Zip : 31201

Mailing Address : 277 WALNUT ST

City : MACON

State : GA

Zip : 31201

Local Business Phone # : (213) 447-2370

Email : KIMSANDCOMPANY@GMAIL.COM

Owner Name : ALEX KANG

Owner Phone # : (213) 447-2370

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

Drugstore : ☐

Food Mart : ☐

Gas Station : ☑

Grocery Store : ☐

Small Box Discount Store : ☐

Specialty Store : ☐

Vice Mart : ☐

Docusign Envelope ID: D4601C2B-918E-4545-A899-85010DC566BE

Other Small Box Retail Store : ☐

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

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : AH001522

Agent's First Name : ALEX

Agent's Last Name : KANG

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

Job Title : PRESIDENT

Agent's Home Address : 6827 GAINES CREEK RD

City : COLUMBUS

State : GA

Zip : 31904

Social Security Number [redacted]

License Fees

License Fees (ADD All that Apply)

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

License Fees:

Status: Added

License Fee : Malt Packaged to Go - $800

Status: Added

License Fee : Wine Packaged to Go - $700

Docusign Envelope ID: D4601C2B-918E-4545-A899-85010DC566BE

Armed Security Personel

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

Yes/No : No

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : ALEX KANG

Date

Today's Date : 02/02/2026

Docusign Envelope ID: D4601C2B-918E-4545-A899-85010DC566BE

Name-Based Criminal History Record Information Consent/Inquiry From

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

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

Full Name (Print):	ALEX SUNGYOON KANG		
Address	6827 GAINES CREEK RD., COLUMBUS, GA 31904		
Sex	Race	Date of Birth	Social Security Number
MALE	ASIAN	[redacted]	

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

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

Signature 02-03-2026
Date

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

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

Purpose Code used: (Check all that apply)

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

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

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

Agency Designee Signature and Title Date

Docusign Envelope ID: D4601C2B-918E-4545-A899-85010DC566BE

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

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

1) X I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**

2) _____ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

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

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

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

Business Name: SSE GAS INC

Printed Name of Applicant: ALEX SUNGYOON KANG

*Signature of Applicant: [signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 28th DAY OF January, 2026.

[signature]
NOTARY PUBLIC

8-29-28
MY COMMISSION EXPIRES

CHUN KI KIM
My Commission Expires
NOTARY PUBLIC
August 29, 2028
CHEROKEE COUNTY, GEORGIA

164182

APPLICATION FOR AFFIDAVIT

DATE: 1-22-2026

MACON-BIBB COUNTY ENGINEERING
780 THIRD STREET
MACON, GEORGIA 31201-3262

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: ____ PACKAGE SALE TO GO: X

BEER ____ BEER X

WINE ____ WINE X

MIXED DRINKS (Liquor) ____ ALCOHOLIC BEVERAGES (Liquor) ____

NAME OF BUSINESS: ~~SS~~ Food Center #1

LOCATION OF BUSINESS: 277 Walnut St. Macon GA 31201

PERSON APPLYING FOR AFFIDAVIT: Alex Kang

TELEPHONE: 213-447-2370

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!

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RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.
OR
Package Sale to Go (Convenience Store)

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

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

(Revised 8-23-2023) PJH

Food Center #1
#277 Walnut Street
(#180 MLK Blvd on Q-Public)

4,100' — SCHOOL GROUND property line

Saint Joseph School

4,100' — SCHOOL BUILDING

Saint Joseph School

COLLEGE CAMPUS property line

* 140' — Mercer University Med. School - #250 MLK Blvd.

1,350' — Mercer University - #433 Cherry

3,500' — ALCOHOLIC TREATMENT CENTER building

River Edge - Emery Highway

5,200' — PUBLIC LIBRARY or BRANCH building

Washington Memorial Library

600' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Central City Apartments
#137 Mulberry Street

1,600' — CHURCH (building)

Christ Church Episcopal

1,500' — CHURCH GROUNDS

Christ Church Episcopal

8,100' — M-B COUNTY RECREATION CENTER property

Rosa Jackson Community Center

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

Applicant self-identifies as a:
"Gas Station"

Refer to Attorneys' Office
Paul F. Hornowski
January 29, 2026

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ZONING COMPLIANCE

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

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

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

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

APPROVED BY: John Langstaff

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

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STATE OF GEORGIA

Secretary of State

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

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 02/02/2026 16:38:00

BUSINESS INFORMATION

BUSINESS NAME	: SSE Gas Inc.
CONTROL NUMBER	: 24136055
BUSINESS TYPE	: Domestic Profit Corporation
ANNUAL REGISTRATION PERIOD	: 2026

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS	: 6827 Gaines Creek Road, Columbus, GA, 31904, USA
REGISTERED AGENT NAME	: Alex Kang
REGISTERED OFFICE ADDRESS	: 6827 Gaines Creek Road, Columbus, GA, 31904, USA
REGISTERED OFFICE COUNTY	: Muscogee

OFFICER	**TITLE**	**ADDRESS**
ALEX KANG	CEO	6827 GAINES CREEK ROAD, COLUMBUS, GA, 31904, USA
ALEX KANG	CFO	6827 GAINES CREEK ROAD, COLUMBUS, GA, 31904, USA
ALEX KANG	Secretary	6827 GAINES CREEK ROAD, COLUMBUS, GA, 31904, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS	: 277 WALNUT ST, MACON, GA, 31201, USA
REGISTERED AGENT NAME	: Alex Kang
REGISTERED OFFICE ADDRESS	: 6827 Gaines Creek Road, Columbus, GA, 31904, USA
REGISTERED OFFICE COUNTY	: Muscogee

OFFICER	**TITLE**	**ADDRESS**
ALEX KANG	CEO	6827 GAINES CREEK ROAD, COLUMBUS, GA, 31904, USA
ALEX KANG	CFO	6827 GAINES CREEK ROAD, COLUMBUS, GA, 31904, USA
ALEX KANG	Secretary	6827 GAINES CREEK ROAD, COLUMBUS, GA, 31904, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	: Alex Kang
AUTHORIZER TITLE	: Officer

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Ownership Disclosure Form

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

Business:

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

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

Individual:

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

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

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

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

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
  - o General Partner holding____% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
  - o General Partner holding____% of all outstanding general partnership interests.
  - o Limited Partner holding____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
  - o General Partner holding____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
  - o General Partner holding____% of all outstanding general partnership interests.
  - o Limited Partner holding____% of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
  - o Managing Member. Total number of Managing Members: _____
  - o Member holdings____% of all outstanding membership interests
- ☒ Privately Held Corp./Company
  - o Corporate Officer: Yes X 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: _____

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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 : Alex

Last Name : Kang

Home Address : 6827 Gaines Creek Rd

City : Columbus

State : GA

Zip : 31904

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Home Phone # : (213) 447-2370

Email : KIMSANDCOMPANY@GMAIL.COM

Mailing Address : 3505 KOGER BLVD STE 360

City : DULUTH

State : GA

Zip : 30096

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:

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

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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 : ALEX SUNGYOON KANG

Date : 11/12/2025

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Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

ALEX SUNGYOON KANG

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2025-02-06

Serial No.

cert_v29sqrhf

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Alex Kang



AH001522

ALCOHOL HANDLER

EXP: 12/31/2026

Docusign Envelope ID: D4601C2B-918E-4545-A899-85010DC566BE

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

ACCOUNTING

Landlord:	Current Landlord: Central Georgia Commercial Properties LLC Original Landlord: Osan Petroleum Company, Inc.
Property Address:	277 Walnut Street, Macon, Georgia 31201 (Bibb County)
Premises:	Entire premises
Tenant:	Current: SSE Gas Inc. and Alex Kang Previous: Dong & Kyung, Inc.
Contact Info:	Name: Alex Kang Email: alexkang3858@gmail.com Address: 6827 Gaines Creek Road, Columbus, GA 31904
Term:(Section 2)	Current Term: 10/1/20-2/28/27 Original Term: 3/1/17-2/28/27
Commencement Date:	3/1/17
Rent: (Section 3)	Tenant shall pay the following rent on the first day of each month:

Period	Monthly
03/01/17 – 02/28/27	$12,000.00, plus Ins/Tax, [FUEL ACCOUNTING USE ONLY - plus 20% of rent for volume penalty if not 95% of monthly quota of fuel]
1st Renewal	
03/01/27 – 02/28/32	$12,300.00, plus Ins/Tax, [FUEL ACCOUNTING USE ONLY - plus 20% of rent for volume penalty if not 95% of monthly quota of fuel]
2nd Renewal	
03/01/32 – 02/28/37	$12,607.50, plus Ins/Tax, [FUEL ACCOUNTING USE ONLY - plus 20% of rent for volume penalty if not 95% of monthly quota of fuel]

Security Deposit:	$35,000.00 – received via wire on 9/12/2024, transaction number 202409120076970
Late Fees/Interest: (Section 3)	If rent not paid by the 11th day after the due date, 5% late fee.
Special Notes:	**Lease says taxes and insurance are paid annually (after demand made to tenant), but we have decided to bill a monthly amount. Prior landlord did not bill tenant insurance, but we have decided to since the lease allows us to.** **Please refer to Repairs section below to determine whether 'CAM' repair invoices should be billed to tenant.**
Lease Document:	Assignment of Agreements dated October, 4, 2024 ("Assignment") Assignment and Assumption of Lease dated December 14, 2020 Renewal and Extension of Commercial Lease Contract dated September 30, 2020 2017.06.14 - Motor Fuel Sales Agreement Commercial Lease Contract dated June 14, 2017
Retail / C-Store:	Cstore (entire premises)
Consignment/Wholesale	Consignment
FUEL SUPPLY AGREEMENT:	Renewal and Extension of Motor Fuel Sales Agreement dated September 30, 2020 with Osan Petroleum Company Motor Fuel Sales Agreement dated June 14, 2017 ("Supply Agreement").
Commission (Section 8):	Tenant receives 50% of net profits from sale of petroleum products (difference between retail price and gross cost of such product on day of sale(the invoice cost to Supplier plus GA motor freight rate, sale taxes, other tax, and all other charges assessed on handling and sale, including GUST). Calculated on calendar months and pay by the 25th of the following month (plus calculation of split).
Payment Terms (Sect. 9):	Buyer pays 100% of credit card fees, including discount rate + monthly rental charge for cc processing machine. EFT on the 9th day following delivery. Tenant deposits by 2pm daily.
NSF Fees:	N/A
Gas Deposit:	N/A
Assignment (Section 12):	Supplier may assign. Requires prior written consent of Supplier for Tenant to assign, at Supplier's sole discretion.

Prepared by Katie 10.21.20, updated 1.26.21

Leasing Agent: n/a

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

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

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Docusign Envelope ID: 8A344FD7-626A-48D0-9BD3-842BDC1F4A2F

ASSIGNMENT OF AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Docusign Envelope ID: 8A344FD7-626A-48D0-9BD3-842BDC1F4A2F

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

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

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

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

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

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

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

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

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

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

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

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

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Docusign Envelope ID: 8A344FD7-626A-48D0-9BD3-842BDC1F4A2F

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

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

ASSIGNOR:
DONG & KYUNG, INC.

Signed by:
By: _____
Name: DONG K. SUH
Title: President

ASSIGNEE:
SSE GAS INC.

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

DocuSigned by:
_____(Seal)
ALEX KANG

LANDLORD:
CENTRAL GEORGIA COMMERCIAL PROPERTIES, LLC

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

SUPPLIER:
EXCELL PETROLEUM, LLC

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

Docusign Envelope ID: D4601C2B-918E-4545-A899-85010DC566BE

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: 01-28-2026

Business Name: SSE GAS INC / FOOD CENTER #1

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

This 28th day of January, 2026.

_____ 8-29-28

NOTARY PUBLIC MY COMMISSION EXPIRES

CHUN KI KIM
My Commission Expires
NOTARY PUBLIC
August 29, 2028
CHEROKEE COUNTY, GEORGIA

Owner/Individual Certification

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

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

Title: _____

Business Name: _____

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

This _____ day of _____, 20_____

_____ _____

NOTARY PUBLIC MY COMMISSION EXPIRES

Docusign Envelope ID: D4601C2B-918E-4545-A899-85010DC566BE

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: SSE GAS INC / FOOD CENTER #1

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

Instructions:

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

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items, at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold, upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☑ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or transients, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Applicant/Agent Signature

01-28-2026
Date

Business Type ID Form
Page 2
Rev. July 2021

Docusign Envelope ID: D4601C2B-918E-4545-A899-85010DC566BE

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

This form must be completed for each new license application for locations selling alcohol ***by the package to go or operating as a bar or nightclub.***

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
   - Directly or indirectly charges patrons for admission;
   - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
   - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
   - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
   - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance.

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thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
   - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
   - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
   - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: SSE GAS INC DBA FOOD CENTER #1

Business Address: 277 WALNUT ST., MACON, GA 31201

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.

Code Enforcement Department Designee — Date: 2/4/2026

☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.

Applicant/Agent Signature — Date: JAN. 04. 2026

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Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at https://www.fbi.gov/about-us/cjis/background-checks.

Signature	ALEX KANG Print Name	01-28-2026 Date

Rev. 9/2020

Docusign Envelope ID: D4601C2B-918E-4545-A899-85010DC566BE

Alcohol License Questionnaire

Name of Business: SSE GAS INC / FOOD CENTER #1
Owner's Name: ALEX SUNGYOON KANG
Address: 277 WALNUT ST
MACON, GA 31201

1. Do you own or are you leasing your business location? Own (Lease)

2. If you purchased the building, what was the final sale price as reflected in public records? $ _____

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: Relation, see below (No Relation)

4. If you are leasing the building, will your landlord be involved in the day to day business operations? Yes (No)

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? Yes (No)

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? Yes (No)

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? (Yes) No

ALEX SUNGYOON KANG
Printed Name of Person Completing Form

Signature of Person Completing Form

01-28-2026
Date

Docusign Envelope ID: D4601C2B-918E-4545-A899-85010DC566BE

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 employs security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.

2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.
   NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: SSE GAS INC / FOOD CENTER #1

Business Address: 277 WALNUT ST., MACON, GA 31201

☑ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO

Applicant Agent Signature

01-28-2026
Date

Docusign Envelope ID: D4601C2B-918E-4545-A899-85010DC566BE

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: ALEX KANG / PRESIDENT
2. Name of the subject of this Certificate, if different from the applicant:
   SSE GAS INC / FOOD CENTER #1
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☑ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over $10,000	☐ 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.

ALEX KANG
Print and Sign Name

Sworn to and subscribed before me this
28th day of Jan, 2026

Notary Public
My commission expires: 8-29-2028

CHUN KI KIM
My Commission Expires
NOTARY PUBLIC
August 29, 2028
CHEROKEE COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: D4601C2B-918E-4545-A899-85010DC566BE

Macon-Bibb County
Certificate of Good Standing

1.Name and Title of the applicant: Alex Kang

2.Name of the subject of this Certificate, if different from the applicant:
Central Georgia Commercial Properties, LLC.

3.Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☒ Certificate of Occupancy
☑ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over $50,000	☐ Registering to Bid on Real Property	☐ Other:	

4.If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
N/A

5.I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a $1,000 fine.

Print and Sign Name Scott A. Moon

Sworn to and subscribed before me this
3rd day of February, 2026.

Notary Public
My commission expires: 2/11/2028

LISA LEMOS NOTARY PUBLIC GWINNETT COUNTY GEORGIA EXPIRES FEBRUARY 11, 2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: D4601C2B-918E-4545-A899-85010DC566BE

Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Alex Kang – fingerprints completed 02/06

Business Name: SSE Gas Inc DBA Food Center #1

Business Address: 277 Walnut St, Macon, GA 31201

After investigation, I recommend that the license requested herein be:

Granted DocuSigned by: 2/9/2026
Sheriff, Macon-Bibb County, Georgia **Date**
1C561778CDEE414...

Denied _____
Sheriff, Macon-Bibb County, Georgia **Date**

After investigation, I recommend that the license requested herein be:

Granted _____
Mayor, Macon-Bibb County, Georgia **Date**

Denied _____
Mayor, Macon-Bibb County, Georgia **Date**

After investigation, I recommend that the license requested herein be:

Granted _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Denied _____
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Docusign Envelope ID: D4601C2B-918E-4545-A899-85010DC566BE

Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

___ Signature form
___ BSO Recommendation letter
___ Proof of Planning and Zoning compliance
___ Affidavit from the Macon-Bibb County Engineer's Department
___ Affidavit from the Macon Telegraph Newspaper

Legal Review 4/28/2026 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF

Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

ADDED TO THE MAY 5, 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 Reporter Newspaper.
7. If any business entity other than Sole Ownership…Must submit a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity…Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Rev.12/24

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Select One: ✓ New Business ___ Change of location ___ Change of Business

BUSINESS

Federal Tax ID #: 33-2586481 State Tax ID#: 203015717795

Business Name: Legend 35 + older Corporate and Trade Name: Legend

Local Business Address: 2936 Broadway
(P.O. Box Not Allowed) City State Zip

Mailing Address: 1481 Second St Macon, GA 31201
Street Address (City State Zip)

Local Business Phone #: 478-390-6415 Email Address: AmeliA.Smith5001@gmail.com

Contact Person: Amelia Smith Contact Phone #: 478-390-6415

AGENT

Agent's Name: Anderson Wash Agent's Title: Owner

Date of Birth: [redacted] Social SecurityNumber: [redacted]

Home Address: 1481 Second St City: Macon State: GA Zip: 31201

Home Phone #: 478-390-6415 Email: Joedarius98@gmail.com

Mailing Address: 1481 Second St City: Macon State: GA Zip: 31201

INDIVIDUAL/OWNER INFORMATION

Will the Agent named above also serve as the Applicant of this license? ___ **Yes** ✓ **No** **If no, complete the following:**

Owner/Individual's Name: Anderson Joe Darius Wash Title: Owner

Home Address: 1481 Second st City: Macon State: GA Zip: 31201

Home Phone #: 1481 Second st Email: Joedarius98@gmail.com

Mailing Address: 1481 Second St City: Macon State: GA Zip: 31201

Rev. 12/24

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

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):	Anderson Joe Darius Wash		
Address	1481 Second St, Macon, GA 31201		
Sex	Race	Date of Birth	Social Security Number
M	Black	[redacted]	

This authorization is valid for 180 days from date of [redacted]

I, _____ give consent to the above named entity to perform periodic criminal history background checks for the duration of my employment.

Anderson Wash _____ 2/16/2026

Signature Date

_____ _____

Attorney for Individual (Purpose Codes E and U Only) Bar Number Date

Date of Inquiry: _____ Time of Inquiry: _____ Operator's initials: _____

Purpose Code used: (Check all that apply)

	Employment (E) - Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M)- Provides Georgia Criminal History Record Information
	Employment with Elder Care (N)- Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
	Public Records (P)- Provides Georgia Felony Convictions Only
	Personal Copy (U) - Includes Restricted and Sealed arrests (not to be used for employment)
	Civilian Criminal Justice (J)- State and III Info Received
	Sworn Criminal Justice Employment (Z) - State and III Info received

The inquiry resulted in the following: (check all that apply)

	No Georgia CHRI results available
	Georgia CHRI attached/released
	No NCIC/GCIC Warrant results available
	Possible NCIC/GCIC Warrant. Contact Agency Listed Below
Wanting Agency Name:	
Agency Telephone:	

_____ _____

Agency Designee Signature and Title Date

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies **one** of the following with respect to my application for a public benefit:

1) ✓ I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**

2) _____ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: Legend 35 & Older

Printed Name of Applicant: Anderson Wash

*Signature of Applicant: Anderson Jae Darius Wash

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 6 DAY OF February, 2026.

George Allen Wilson
NOTARY PUBLIC

December 22, 2028
MY COMMISSION EXPIRES

GEORGIA NOTARY PUBLIC GEORGE ALLEN WILSON MY COMMISSION EXPIRES DECEMBER 22, 2028 BIBB COUNTY, GEORGIA

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

MEASUREMENT FORM

Retail Sales of Beer and Wine
Packaged to Go
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: **Amelia Smith**

PROPOSED LICENSE: **BEER AND WINE PACKAGED TO GO**

BUSINESS LOCATION: **2936 Broadway, Macon, GA**

BUSINESS NAME: **Legend 35 & Older**

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.

__Comply ____X__ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.

_____ 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 ____ , but does not comply with other restrictions

__X___Not Applicable

4. Nearest corner of building housing the place of business to nearest corner of any known Vice Mart, Small Box Retail Store or Small Box Discount Store and found to be more than 2500'.

___ ____Comply _____Does Not Comply __X___Not Applicable

By: _____
John W. Hayes, Macon-Bibb County Engineer

Date: 2/16/26

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

Ck: DD 000266564

APPLICATION FOR AFFIDAVIT

DATE: 2/6/2026

MACON-BIBB COUNTY ENGINEERING
780 THIRD STREET
MACON, GEORGIA 31201-3282

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: ✓

BEER ✓

WINE ✓

MIXED DRINKS (Liquor) _____

PACKAGE SALE TO GO: _____

BEER _____

WINE _____

ALCOHOLIC BEVERAGES (Liquor) ✓

NAME OF BUSINESS: Legend 35 + older

LOCATION OF BUSINESS: 2936 Broadway

PERSON APPLYING FOR AFFIDAVIT: Amelia Smith

TELEPHONE: 478-390-6415

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!

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CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

300' from nearest PL to property line of Alcohol Treatment Center or MHA project.

Legend 35+ Older
#2936 Broadway

14,500' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Highway

3,100' — MHA housing unit property line

Bowden Homes

OK!

Paul J. Hornowski

February 10, 2026

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

ZONING COMPLIANCE

PERMIT NO: ZC-2024-2159	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 08/13/2024
PARCEL NO: Q0910457	**ZONING DISTRICT:** M-1	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Anderson Wash Legend	
PROPOSED USE:	New Business Application event space w/ alcohol	
ADDRESS OF PROPOSED USE:	2936 BROADWAY	
PROPERTY OWNER'S NAME:	TAYLOR FAMILY INVESTMENT PROPERTIES LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and previous approvals 16-20532 and 11-054, approval is granted to operate an event space with alcohol consumed on premises in an existing commercial building. Facility shall not be used as a nightclub as defined in Section 1.02[70]. Food and drink service is subject to the approval of the Macon-Bibb Health Department and the Macon Water Authority. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 08/13/2025

APPROVED BY: John Langstaff

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

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: Anderson Wash/owner Telephone Number: 478-390-6415

Date of Birth: [redacted] ocial Security Number: [redacted]

Residential Street Address: 1481 Second st Macon, GA 31201

P.O. Box Not Allowed (City State Zip)

Mailing Address: 1481 Second st Macon, GA 31201

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☑ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): _____
- Member holdings _____ % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

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Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Anderson Last Name: Wash

Home Address: 1481 Second st City: Macon State: GA Zip: 31201

Home Phone #: 478-390-6415 Email: Joedarius98@gmail.com

Date of Birth: [redacted] Social Security Number: [redacted]

Mailing Address: 1481 Second st City: Macon State: GA Zip: 31201

- **A certificate showing completion of an Alcohol Handler's training course taken within the last three years.**
- **An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.**
- **Current Color photograph of applicant.**
- **$25 cash, money order/check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner's Office**

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Joe Darius Wash
Applicant's Signature

2/6/2026
Date

I hereby certify that Anderson Wash signed his/her name to forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 6 day of February, 20 26.

George Allen Wilson
Notary Public

GEORGE ALLEN WILSON NOTARY PUBLIC DECATUR COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 22, 2028

December 22, 2028
My Commission Expires

Rev. 7/202121

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Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

ANDERSON JOE DARIUS WASH

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-09-14

Serial No.

cert_7gv3knzn

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

ONE PAGE LEASE AGREEMENT

PARTIES

This One Page Lease Agreement (hereinafter referred to as the **"Agreement"**) is entered into on Jan 2. 2026 (the **"Effective Date"**), by and between Anderson Wash, with an address of 2934 Broadway, (hereinafter referred to as the **"Lessor"**) and Darryl Wash, with an address of 2934 Broadway (hereinafter referred to as the **"Lessee"**) (collectively referred to as the **"Parties"**).

PREMISES, USE AND OCCUPANCY

The premises that are to be leased by the Lessor are located at (address) 2936 Broadway. The premises are to be used for residential purposes only.

TERM AND COMPENSATION

This Agreement will be valid for a period of 12 months. At the end of the term of the Agreement, it will not be automatically renewed for a new term. The monthly lease to be paid by the Lessee to the Lessor is $1,800.00. It is to be paid by the Lessee before the first day of every month, so that the first lease payment is due on Jan 2, 2026.

UTILITIES

The Lessee hereby agrees to pay for all utilities and any other services during the period of the lease.

FURNISHINGS

The premises leased under this Agreement contain the following furnishings: Table, Chairs, Kitchen supplies etc...

SIGNATURE AND DATE

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

LESSOR	LESSEE
Name: Darryl Wash	Name: Anderson Wash
Signature: Darryl Wash	Signature: Anderson Wash

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Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent'sknowledge.

Agent's Signature:_____ Date:_____

Business Name: _____

I hereby certify that_____(Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This_____ day of_____, 20____ .

_____ _____

Notary Public My Commission Expires

Ownership/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: Anderson Joe'Darius Wash Date: 2/16/2026
(If different from Agent)

Title: Owner

Business Name: Lodge Legend 35 + Older

I hereby certify that Anderson Joe'Darius Wash (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 6 day of February, 2026

Notary Public

GEORGE ALLEN WILSON NOTARY PUBLIC DECATUR COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 22, 2028

December 22, 2028
My Commission Expires

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Legend 35 & Alive

Business Address: 2936 Broadway, Macon GA 31206

***Instructions*:**

This form must be completed for each new license or renewal license application for locations selling ***beer or wine or both, but not distilled spirits, by the package to go****.*

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

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☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Applicant/Agent Signature

2/16/2024
Date

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

This form must be completed for each new license application for locations selling alcohol ***by the package to go or operating as a bar or nightclub****.*

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
   - Directly or indirectly charges patrons for admission;
   - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
   - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
   - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
   - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance.

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thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
   - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
   - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
   - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: Legend 35 + Older

Business Address: 2936 Broadway Macon, GA 31206

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.

Code Enforcement Department Designee
RICHIE KENDRICK

02/19/2026
Date

☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.

Applicant/Agent Signature

2/16/2026
Date

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

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
Anderson Ward	Anderson Ward	2/14/2026

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

Alcohol License Questionnaire

Name of Business: Legend 35 + Oden
Owner's Name: Anderson Wash
Address: 2936 Broadway

1. Do you own or are you leasing your business location? ___ Own ✓ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? $ 75,000.00

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

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☑ No

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☑ No

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☑ No

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☑ Yes ☐ No

Anderson Wash — Signature
Anderson Wash — Print Name
2/16/2026 — Date

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.

2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.
   NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Legend 35 + Older

Business Address: 2936 Broadway

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO

Applicant/Agent Signature

2/14/2024
Date

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list ***MUST*** *be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO $1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1. _____
   Name Date of Birth GBPDSA Private Security License #

2. _____
   Name Date of Birth GBPDSA Private Security License #

3. _____
   Name Date of Birth GBPDSA Private Security License #

4. _____
   Name Date of Birth GBPDSA Private Security License #

5. _____
   Name Date of Birth GBPDSA Private Security License #

6. _____
   Name Date of Birth GBPDSA Private Security License #

7. _____
   Name Date of Birth GBPDSA Private Security License #

8. _____
   Name Date of Birth GBPDSA Private Security License #

9. _____
   Name Date of Birth GBPDSA Private Security License #

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the Business Owner: Anderson Wash - ~~owner~~ owner

2. Name of the subject of this Certificate, if different from the applicant:

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☐ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over $50,000	☐ Registering to Bid on Real Property	☐ Other:	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a $1,000 fine.

Anderson Joe'Darius Wash

Print and Sign Name

Sworn to and subscribed before me this

6 day of February, 2024.

Notary Public

My Commission Expires:

GEORGE ALLEN WILSON NOTARY PUBLIC DECATUR COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 22, 2025

Rev. April 2022
See O-22-0011

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Daryl Wash

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.

Daryl Wash
Print and Sign Name

Sworn to and subscribed before me this

18 day of Feb, 20 26.

K Thomas
Notary Public

My Commission Expires: 5-25-26

Kimberly L Thomas
Notary Public
Bibb County, Georgia
My Commission Expires 05/25/2026

Rev. April 2022
See O-22-0011

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

This license must be posted in a conspicuous place at the location and available for immediate inspection at all times that the location is open.

For changes to your license:

- Ownership - you must reapply at https://gtc.dor.ga.gov.
- Mailing address - update at https://gtc.dor.ga.gov.

To ensure you have your license please reapply by November 1 of each year.

Monthly returns and/or reports are required for some licences. For more information on filing requirements, required signs, or to view applicable laws and regulations, visit https://dor.georgia.gov/ and click the Alcohol & Tobacco tab, or call the Macon Regional Office at (478) 471-3550.

Georgia Department of Revenue

(Cut here before displaying)

STATE OF GEORGIA - DEPARTMENT OF REVENUE

License to Sell Alcoholic Beverages

As set forth and defined in Title 3
Georgia Alcoholic Beverage Code and Regulations Pertaining Thereto

Not Valid Without Local License If Required - Non Transferable

EFFECTIVE DATE 01-Jan-2026 **LICENSE EXPIRES** 31-Dec-2026 **BOND EXPIRES**

STATE TAXPAYER IDENTIFIER	LICENSE NUMBER	DATE ISSUED	LICENSE FEE	LOCAL LICENSE ISSUED BY
20301571795	0113141	01-Dec-2025	$200.00	County BIBB

THIS LICENSE AUTHORIZES THE BELOW LICENSEE TO SELL
ANDERSON WASH: Consumption on Premises - Beer, Wine and Liquor

DBA
LEGEND

AT THE FOLLOWING LOCATION
2936 BROADWAY MACON GA 31206-1211

COUNTY
BIBB

ANDERSON WASH
2936 BROADWAY
MACON GA 31206-1211

Failure to pay any tax accruing under said Act to the Department of Revenue, or violation of any provisions of said Act or any valid rule and regulation made pursuant thereto, shall be grounds for cancellation of this license by the Commissioner of Revenue

Frank M. Connell

State Revenue Commissioner

THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY AT LOCATION SHOWN HEREON

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Anderson Wash – fingerprints completed 02/20

Business Name: Legend

Business Address: 2936 Broadway, Macon, GA 31201

After investigation, I recommend that the license requested herein be:

Granted DocuSigned by: 3/3/2026
1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

Denied
Sheriff, Macon-Bibb County, Georgia **Date**

After investigation, I recommend that the license requested herein be:

Granted
Mayor, Macon-Bibb County, Georgia **Date**

Denied
Mayor, Macon-Bibb County, Georgia **Date**

After investigation, I recommend that the license requested herein be:

Granted
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Denied
Clerk of the Macon-Bibb County Commission, Georgia **Date**

Docusign Envelope ID: F37DD27E-FDED-42EF-905C-83F04DFAC3DC

Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

___ Signature form

___ BSO Recommendation letter

___ Proof of Planning and Zoning compliance

___ Affidavit from the Macon-Bibb County Engineer's Department

___ Affidavit from the Macon Telegraph Newspaper

Legal Review 4/28/2026 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

Initial
SF
Stephanie Freeman, Administrative Office Specialist

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH NEW ENGLAND TRAUMA SERVICES LLC FOR AS-NEEDED ENCAMPMENT REMEDIATION SERVICES, TO BE PAID ON A PER-EVENT COST BASIS FROM PARKS & BEAUTIFICATION BUDGET, CONTRACT LABOR – CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission (the "Commission") recognizes the importance of ensuring that all members of our community have access to housing and a safe, clean environment; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 16-6, sleeping on the private property of another individual or on public grounds or rights-of-ways is prohibited; and

WHEREAS, Macon-Bibb County desires to approach the issue of homelessness respectfully, through a housing-first model, prioritizing the development of affordable housing and social services programs to assist individuals experiencing homelessness in obtaining stable housing and supportive services; and

WHEREAS, as part of this housing-first approach, when Macon-Bibb County becomes aware of an encampment where individuals experiencing homelessness are residing, the first step is social services outreach with community partners to help connect individuals in the encampment with services they may need and emergency housing; and

WHEREAS, some individuals in an encampment may choose not to engage with social services, in which case they are advised that they must collect their things and vacate the premises where the encampment is located; and

WHEREAS, once individuals who have been residing in an encampment have left the premises, the site must be cleared of refuse and potential hazardous materials; and

WHEREAS, to ensure that remaining debris and any potentially hazardous materials are properly disposed of, the Commission desires to retain a vendor who is certified to handle hazardous materials; and

WHEREAS, Request for Proposals ("RFP") No. 26-036-LH was published on January 28, 2026, soliciting proposals for encampment remediation services; and

WHEREAS, RFP No. 26-036-LH was published on Macon-Bibb County's Procurement Department website and posted to the Georgia Procurement Registry, where three hundred seventy-two (372) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, thirteen (13) self-identified as African American owned entities, one (1) self-identified as an Asian American owned entity, one (1) self-identified as a Native American owned entity, three (3) self-identified as Hispanic/Latino owned entities, with three hundred fifty-four (354) vendors not electing to self-identify; and

WHEREAS, on the published due date of March 5, 2026, four (4) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

WHEREAS, after review of the submitted proposals, New England Trauma Services, LLC was recommended for award by the review panel, based off qualifications and project approach; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute Independent Contractor Agreements with New England Trauma Services, LLC, for encampment remediation services to be paid on a per event basis, with such agreement independent contractor agreement to be in a substantially similar form to the attached Exhibit A, incorporated herein by reference, and with associated costs to be paid from the Parks & Beautification budget – Contract Labor, Contractual Services line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be

considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
Lester M. Miller, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, Clerk of Commission

J:\RES MACON-BIBB\2026 Miller Authorizing Encampment Remediation Agreement - New England Trauma Services - 4-29-26.docx

CONTRACTOR SERVICES AGREEMENT

STATE OF GEORGIA

COUNTY OF MACON-BIBB

THIS AGREEMENT (hereinafter "Agreement") is entered into by and between Macon-Bibb County Government ("County"), a political subdivision of the State of Georgia, and New England Trauma Services, LLC ("Contractor"), a foreign limited liability corporation with a principal location at 391 Oakland Street, Mansfield MA 02048, collectively the "Parties."

NOW THEREFORE, in consideration of the mutual agreements and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are expressly acknowledged, it is mutually agreed and covenanted by and between the Parties to this Agreement as follows:

1. Scope of Services.
   Contractor shall commence, diligently pursue, and complete the encampment remediation and cleaning services (the "Services") as more readily described in the attached Exhibit A – Request for Proposals 26-036-LH – Homeless Encampment Cleaning Services - Request for Proposals and Contractor's Submission thereto ("Exhibit A"), incorporated herein by reference. Contractor agrees and acknowledges that County may, by its option, utilize internal or non-profit partner resources to perform the Services. The Parties hereto anticipate eight (8) site remediations per year; however, the actual number of remediation activations may be more or fewer. Nothing in this Agreement shall be construed to prevent or prohibit Contractor from engaging in the same or similar services with any other entity.

   Contractor warrants that it has or will obtain and will maintain any and all certifications, licenses, and permits necessary to provide the Services to the County. Contractor warrants that it and its principals, employees, agents, and any subcontractors hired or contracted with to complete with work described herein have the skills and technical training to complete the Services in a professional manner and in accordance with current industry standards, Contractor shall not be obligated to perform any services beyond those contemplated by this Agreement. Any changes to the Scope of Services shall be mutually agreed upon and made in writing, signed by both Parties hereto.

   Contractor will be responsible for ensuring that all work to be performed as part of this specification shall comply with all applicable Federal, State, and local laws, rules, codes, ordinances, and regulations.

2. Timing of Services.
   In the event that Contractor services are needed, County shall issue a Notice of Activation to Contractor. Within twenty-four (24) hours of this issuance of the Notice of Activation, Contractor will deploy an operations team to the designated remediation site to begin work. Time is of the essence with regard to all parts of this Agreement and the services hereunder.

   In the event the work under this project is delayed by neglect, delay, or default of County, or by any damage which is the result of an Act of God, or by a general strike

of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.

3. Compensation.
Contractor shall receive payment for the requested services rendered hereunder in accordance with the Contractor's Pricing Proposal, included in Exhibit A. Final Unit prices shall include set-up, service performance, and break-down/removal of any and all equipment or materials used by Contractor in the performance of the Services. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. County is tax exempt and cannot agree to pay State or Federal taxes. The Parties hereto agree and acknowledged that Contractor's services may not be required during the life of this Agreement. Contractor shall only receive payment where Contractor's services are requested to respond to an event and Contractor actually performs services for County.

Prior to the issuance of final payment from County, Contractor shall certify in a form satisfactory to County that any and all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

4. Term.
This Agreement shall become effective as of the date of final execution by the last Party to do so and shall run for an initial term to expire on June 30, 2026. Upon the conclusion of the initial term, this Agreement may be renewed for up to four (4) additional twelve-month terms, until a maximum final contract date of June 30, 2030, or until otherwise terminated pursuant to the provisions herein.

5. Payment.
Upon satisfactory completion of work as provided in the Exhibits hereto, Contractor shall provide an invoice to the County for work performed. County agrees to pay the amount stated in Section two (2) of this Agreement and said invoice shall reflect this amount. Payment of said invoice will be paid no later than thirty (30) days of receiving said invoice.

6. Inspection; Failure to Deliver Services.
County may designate one or more representatives authorized to act on the County's behalf with respect to the Services hereunder. Contractor will fully cooperate with County's appointed representative(s). The County, or any of its authorized representatives, shall examine documents submitted by the Contractor and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Services. The County's representatives shall have no authority except as may be delegated by the County, and said representatives are not authorized to waive, either by oral directions or by course of conduct, any term of this Agreement.

Contractor warrants to the County that all labor furnished to progress the Work under the Contract Documents will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by the Contract Documents, and that the Work will be of good quality, free from faults and defects, and in strict conformance with the Contract Documents. Any and all Work not strictly conforming to these requirements may be considered defective. Contractor shall remedy, or cause to be remedied, all defective Work, any default by the defective work rendered by Contractor, or any subcontractor thereof..

Contractor shall be responsible for the failure of any subcontractor to carry out the services in accordance with the applicable Contract Documents pertaining to such subcontractor's services. Contractor shall immediately cause to be corrected defective Work rejected by the County, and the responsible subcontractor (or if such subcontractor fails to do so, the Contractor) shall pay all costs and expenses associated with correcting such rejected Work,. In the event of default by a subcontractor, the Contractor shall arrange for the completion or correction of the subcontractor's work and shall be fully responsible for all costs and expense incurred in such completion or correction and all other costs and expense incurred in remedying any such default.

Should Contractor or any subcontractor thereof persistently fail or refuse to perform the Services in accordance with the requirements of this Agreement and all applicable Federal, State, and local laws, rules, and regulations, County may order Contractor or subcontractor to cease performance, until the cause for stoppage has been corrected, no longer exists, or County orders performance to resume. Contractor shall not receive payment for any services that continue during a work stoppage. It is further agreed that if any part of the work or any material brought on site for use in the work, is deemed by County, or County's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, Contractor shall, after receipt of written notice from County or County's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this Agreement. It is further agreed that any remedial action shall be at Contractor's expense. No final payment shall be made to Contractor until that remedial action takes place.

In the event that Contractor, or any subcontractor thereof, fails to diligently perform the services required hereunder, or fails to correct any deficient or defective work, the County, after first providing three (3) days' notice to the Contractor, may, without prejudice to any other rights or remedies the County may have against the Contractor or any subcontractor, proceed to carry out the subject Work, either through utilization of internal resources or by activation of another Vendor. In such situation, Contractor and any subcontractor thereof, shall cease work immediately and vacate the premises, leaving such premises in good working condition. Contractor shall be entitled to receive payment of any work completed satisfactorily up to the date of the notice to correct deficient work. County may require the dismissed Contractor to offset the difference between Contractor's removal prices and the newly activated Vendor's service prices, via payment to County.

7. Damages to Public or Private Property.

Contractor shall repair any damages caused to public or private real or personal property ("Damaged Property") by Contractor to public in a timely manner at no expense to the County. If there is disagreement between a citizen/entity and Contractor as to the repair of damages, the County shall decide and make the final determination on the repair. Any damage to private property shall be repaired at Contractor's sole expense. Failure to restore damage to any public or private property to the satisfaction of the County will result in the County withholding funds from final payment in an amount sufficient to make necessary repairs.

To the extent that the County deems the Service Provider(s) negligent in management practices, the County may withhold from interim or final payment for time and material costs associated with resolving issues or damages related to Contractor's work.

8. Termination.
Either Party may terminate this Agreement upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond those stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work satisfactorily completed up to and including any work completed on the date of termination.

9. Performance Standards.
Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to County that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement and State, Federal, and Local laws, rules, and regulations.

10. Independent Contractor.
Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for, and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing Services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for Services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

11. Subcontracting and Assignment.
Should Contractor elect to subcontract any Services under this Agreement, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this

Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

12. Conflicts of Interest.
Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

13. Indemnification.
To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this section to the extent that any Claim arises as a result of Contractor's compliance with all applicable law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

14. Insurance Requirements.
Contractor shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; from claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Contractor's employees or of any person; from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of this Agreement and caused by negligent acts for which the Contractor is legally liable. Contractor shall furnish proof of such coverage to the County prior to commencement of any work under this Agreement. All deductibles shall be paid for by the Contractor. Contractor agrees to purchase and have the authorized agent state on the insurance certificate that the DR has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. § 50-21-37. The minimum required coverages and liability limits are as follows:

(a) Workers' Compensation Insurance.
Contractor agrees to provide, at a minimum, Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insure must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' compensation stating the

contractor qualifies to pay its own workers' compensation claims. Contractor shall require all Trade Contractors/Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language:

> *This is to certify that all trade contractors/subcontractors performing work on this Project are covered by their own Workers' Compensation Insurance or are covered by the Contractor's workers' compensation insurance.*

(b) Employer's Liability Insurance.
The Contractor shall also maintain Employer's Liability Insurance Coverage with limits of at least:

(i)	Bodily Injury by Accident	$1,000,000 each accident
(ii)	Bodily Injury by Disease	$1,000,000 each employee
(iii)	Bodily Injury/Disease aggregate	$1,000,000 each accident

The contractor shall require all Trade Contractors/Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Employer's Liability Insurance Coverage and shall submit a certificate on the letterhead of the Contractor in the following language:

This is to certify that all trade contractors/subcontractors performing work on this Project are covered by their own Employer's Liability Insurance or are covered by the Contractor's Employer's Liability Insurance.

(c) Commercial General Liability Insurance.
The Contractor shall provide Commercial General Liability Insurance (2001 ISO Occurrence Form or equivalent) that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, projects and completed operations liability, lasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

(i)	Premises and Operations	$1,000,000 per occurrence
(ii)	Products and Completed Operations	$1,000,000 per occurrence
(iii)	Personal Injury	$1,000,000 per occurrence
(iv)	Contractual	$1,000,000 per occurrence
(v)	General Aggregate	$2,000,000 per project

(d) Commercial Business Automobile Liability Insurance
The Contractor shall provide Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance policy shall provide not less than $1,000,000 combined single limits for each accident.

All policies shall name as additional insureds the officers, members and employees of the County and must be on an occurrence basis.

Disposition of Insurance Documents.
One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required.

Failure of Insurers.
The Contractor is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.

15. Force Majeure.
Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances. This paragraph shall not apply to delays as a result of the COVID-19 pandemic.

16. Confidential Information; Georgia Open Records Act.
County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

17. Publicity.
Contractor shall not release without prior written approval from County, any publicity regarding Services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement.

18. Debarment and Suspension.
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C

and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19. Access to Records.
The Contractor agrees to provide Macon-Bibb County, Georgia access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

20. Drug Free Workplace.
Neither Contractor nor any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

21. Prohibition Against Employing Illegal Aliens.
Contractor is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. Non-Exclusivity; Excepting Soliciting Work from Private Parties in Jurisdiction.
Without limiting the DM's obligations hereunder, both Parties acknowledge that neither party shall be required to perform work exclusively with or for either party and the Parties may have other business interests and may engage in other activities in addition to those relating to the Parties.

Notwithstanding the foregoing, Neither the Contractor nor any subcontractors thereof shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any workers as the County sees necessary.

23. Applicable Law; Venue; Attorney's Fees.
In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. The terms of this Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding

related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

24. Time is of the Essence.
Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.

25. Titles, Captions, & Headings.
The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

26. Amendments & Modifications.
This Agreement may not be modified or amended except by mutual written consent of both Parties hereto.

27. Exhibits.
Any and all Exhibits attached hereto are incorporated by reference and hereby made part of this Agreement.

28. Severability.
If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

29. Waiver.
Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

30. Notices.
All notices given under this Agreement shall be in writing and considered duly given if the original is hand delivered; delivered by facsimile; sent by U.S. Mail, postage prepaid, or sent via email. Notices that are hand delivered, delivered by facsimile, or sent by email shall be deemed given as of the first business day after the date of delivery. Notices given by U.S. Mail shall be deemed given as of the third business day following the date of posting. Notices shall be sent to the following addresses:

To County:

Macon-Bibb County
Attn: County Manager
P.O. Box 247
Macon, GA 31202

To Contractor:

New England Trauma Services, LLC
Attn: Michael Wiseman, CEO
391 Oakland Street
Mansfield, MA 02048

With Copy to:

Macon-Bibb County
Attn: County Attorney
P.O. Box 247
Macon, GA 31202

31. Entire Agreement.
The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and Contractor and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and Contractor affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

32. Electronic Representations & Records; Counterparts.
Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

This Agreement may be executed in separate counterparts. The Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

33. No Drafting Presumption
In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted equally by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused their respective seals to be affixed hereto to be effective as of the date executed by both Parties.

Macon-Bibb County: **(SEAL)**

By: _____ _____
Lester Miller, Mayor Date

Attest: _____ _____
Janice S. Ross, Clerk of Commission Date

New England Trauma Services, LLC **(SEAL)**

By: _____ _____
_____ Date
(Name & Title)

Attest: _____ _____
_____ Date
(Name & Title)

EXHIBIT A

MACON-BIBB COUNTY, GEORGIA

Request for Professional Services (RFP)

FOR

Homeless Encampment Site Cleaning Services

26-036-LH

98807

98808

MACON-BIBB COUNTY

ISSUE DATE: JANAURY 28, 2026

DUE DATE: THURSDAY, FEBRUARY 26, 2026

MBE/WBE/DBE Participation: Minority, Women Owned, and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE sub-consultants where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Cherise Stephens, Small Business Affairs at (478) 300-2297 or csthepens@maconbibb.us

I. GENERAL

A. Invitation

Notice is hereby given that Macon-Bibb County will receive responses to the Request for Professional Services (original **plus 5 hard copies and 1 flash drive**) in the Procurement Department, 700 Poplar Street Suite 308, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on **Thursday, February 26, 2026,** for **Homeless Encampment Site Cleaning Services** for Macon- Bibb County.

NO LATE RESPONSES WILL BE CONSIDERED

The names of responding firms will be publicly read on **Thursday, February 26, 2026, at 2:00 P.M.** in the Macon-Bibb County Procurement Department Conference Room, located on the 700 Poplar Street, Suite 308, Macon Georgia 31201.

All questions concerning this RFP are to be addressed via email to Laura Hardwick at lhardwick@maconbibb.us The deadline to submit questions is Friday**, February 13, 2026, by 3:00 p.m.**

B. Definitions

Wherever the term "Owner", "County", or "Macon-Bibb County" occur in this document, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.

C. Solicitation Documents

Announcement of this Request for Professional Services may also be posted on the Macon-Bibb County website at www.maconbibb.us/purchasing and on the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

D. Pre-Bid

A pre-bid conference is scheduled for **11:00 a.m. Wednesday, February 11, 2026**, at the Procurement Department, Suite 308, 700 First St., Macon, GA 31201. This conference is **mandatory**. Submitting firms must be present and sign in on the attendance register.

E. Submittals

Responses must be sealed and identified on the outside of the package as and delivered to

"26-036-LH, Homeless Encampment Cleaning Services"
Macon-Bibb County Procurement Department
700 Poplar Street
Suite 308
Macon, Georgia 31201
Telephone: (478) 803-0550

Submissions may not be withdrawn for a period of one hundred and twenty (120) days after the deadline for closing. Macon- Bibb reserves the right to reject any and all submissions and to waive technicalities and formalities. Respondents shall carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Submittals and any other information submitted in response to the RFP shall become the property of Macon-Bibb County.

F. Responsiveness

To be considered "*responsive"* the submission must include completed copies of the following documents:

- Price Proposal Form
- Proposer Qualification Form
- List of Sub-Consultants
- Minority Participation Goal
- Financial & Legal Stability Statement
- Georgia Security and Immigration Compliance Act (E-Verify) Affidavit
- Non-Collusion Affidavit

G. Responsibility

To be considered "*responsible"* the submitting firm must meet the following minimum qualifications:

- Minimum of Five (5) years' experience to include but not limited to providing credentials documenting professional experience, employment history and education.
- Licensed to do business in the State of Georgia and shall meet all licensing and other requirements imposed by State and Federal laws and regulations.
- Financially and legally responsible to perform the services included herein

H. Reservations

Macon-Bibb County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law.

Each submission should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner's needs.

Macon-Bibb County makes no guarantee that an award will be made as a result of this RFP and reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RFP or contract when deemed to be in the Owner's best interest.

Macon-Bibb County will consider only representations made within the submission in response to this RFP. Owner will not be bound to act by any previous knowledge, communication, or submission by the firms other than this RFP.

Failure to comply with the requirements contained herein may result in the submission being deemed "non-responsive" or "non-responsible". Non-responsive submissions will not be reviewed for potential awards.

I. Local Preference

Macon-Bibb County reserves the right to award bids to County businesses and merchants whose bid is within **5% (five percent)** of the lowest responsive and responsible bid which conforms to the Invitation to Proposal.

J. Insurance Requirements

All deductibles shall be paid for by the Contractor.

Required Insurance Coverages: The Contractor also agrees to purchase and have the authorized agent state on the insurance certificate that the Contractor has purchased the following types of insurance coverage, consistent with the policies and requirements of O.C.G.A. 50-21-37.

The minimum required coverages and liability limits are as follows:

Workers' Compensation Insurance: The Contractor agrees to provide, at a minimum, Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' compensation stating the contractor qualifies to pay its own workers' compensation claims.

The Contractor shall require all Trade Contractors/Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language:

This is to certify that all trade contractors/subcontractors performing work on this Project are covered by their own workers' compensation insurance or are covered by the Contractor's workers' compensation insurance.

Employers' Liability Insurance: The Contractor shall also maintain Employer's Liability Insurance Coverage with limits of at least:

(i)	Bodily Injury by Accident	$1,000,000 each accident
(ii)	Bodily Injury by Disease	$1,000,000 each employee
(iii)	Bodily Injury/Disease Aggregate	$1,000,000 each accident

The Contractor shall require all Trade Contractors/Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Contractor in the following language:

This is to certify that all trade contractors/subcontractors performing work on this Project are covered by their own Employers Liability Insurance Coverage or are covered by the Contractor's Employers Liability Insurance Coverage.

Commercial General Liability Insurance. The Contractor shall provide Commercial General Liability Insurance (2001 ISO Occurrence Form or equivalent) that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, lasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

Coverage	Limits
1. Premises and Operations	$1,000,000 per Occurrence
2. Products and Completed Operations	$1,000,000 per Occurrence
3. Personal Injury	$1,000,000 per Occurrence
4. Contractual	$1,000,000 per Occurrence
5. General Aggregate	$2,000,000 per Project

II. BACKGROUND

Macon-Bill County Government serves a community of about 155,000 people and is led by a 10-member Commission, with the Mayor serving as its chair. Macon-Bibb provides a full range of services provided including public safety; the construction and maintenance of highways, streets and infrastructure; zoning and code enforcement; court-related function; recreational activities; facilities management; emergency services and administrative offices.

III. SCOPE OF SERVICES

Macon-Bibb County requests proposals from qualified contractors to provide turnkey clean-up of temporary homeless encampment sites. Services will be performed on an as needed basis. Contractor and their personnel will be available from Monday through Fridays from 8:30 a.m.-5:30 p.m. on as needed basis to perform the scope of services. Actual hours may vary depending on the workload resulting from fluctuations in services that may constitute any unforeseen circumstances.

The contract term will be a one-year contract, with the options to renew.

Please see attachment B for Scope of Services.

IV. SUBMITTAL FORMAT AND REQUIREMENTS

Submissions must be organized in a manner to display the required information in easily accessible tabs labeled with table of contents:

Consultant Background

- Letter of Interest
- History of the Consultant which shall include the number years in business under the same name, date established, firm's size, philosophy and culture, and number of employees.
- Contact information (including address(es), telephone/Fax numbers, email, etc.
- Structure of the firm (include principal(s), project team, if applicable)

Experience and Qualifications

- Resume(s) of key personnel
- Proposers are to submit at least three (3) references with similar experience.
- List of projects with similar scopes and size
- Proposer shall have the skill, experience, necessary facilities and ample financial resources to perform the services in a satisfactory manner and within the required time. If the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected.

Project Management/Timeline

- Provide a detailed plan of key personnel's level of involvement in performing related work, adequacy of staffing commitment, and establishing timeline for completion work.

Project Approach/Understanding

- Provide demonstrated understanding of the project requirements, potential problem areas, project approach and work plan.

Price Structure

- Provide prices for performing the services as mentioned in this solicitation/ Scope of Work. Pricing proposals should be provided in a separate sealed envelope (marked Cost Proposal (RFP # 26-036-LH).

V. SCORING (total possible number of points = 100)

Experience/Qualifications – Maximum 20 points
Project Management/Timeline – Maximum 40 Points
Project Approach/Understanding – Maximum 20 Points
Price Structure – Maximum 20 Points

VI. AWARD BASIS

Awards will be recommended to the respondent with the highest number of points. Scoring will be performed by designated committee members.

VIII. SUBCONTRACTOR REPORTING REQUIREMENTS

A. Contractor shall submit a "Subcontractor/Supplier Participation Report" on this contract quarterly to the Macon-Bibb County Office of Small Business Affairs which shall include the following:

1. The name of each subcontractor or supplier participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each subcontractor or supplier.
3. Whether each subcontractor or supplier is a minority owned, woman owned, LGBTQIA+ owned, veteran owned, disabled person owned, Certified Disadvantaged Business Entity, non-profit, or local business.
4. Whether each subcontractor is a supplier, subcontractor, or other.
5. The dollar value of each subcontract or supply agreement.
6. The actual payment to date of each subcontractor or supplier participating in the contract

.

B. The report shall be updated during the applicable quarter by the Contractor whenever any of the approved subcontractors or suppliers have completed the portion of the work they were contracted to perform. Copies of this report should be transmitted promptly to the Macon-Bibb County Office of Small Business Affairs.

C. The County may withhold any payment due to the Contractor on any project for failure to submit the Subcontractor/Supplier Report within thirty (30) days following the end of the calendar quarter or for the failure to submit updates to the quarterly report within thirty (30) days of any subcontractor or supplier having completed the portion of work they were contracted to perform.

RFP PROPOSAL BID FORM
Homeless Encampment Site Cleaning Services
26-036-LH

Bid Respondent's (Firm Name) _____

ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	PRICE
1. Site Mobilization	Per Site		
2. Site Labor	Per Hour		
3. Biohazard Technician	Per Hour		
4. Dump Trailer	Per Site		

We have examined the Specifications, related documents, and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated above. These prices are to cover all expenses incurred in performing the Work required under these Scope of Work/Specifications (Attach, of which this bid is part.

Attachment "A"
Required Submission Documents

Macon-Bibb County
Summary of Attachment "A" Required Documents

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit
- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: _____

Address: _____

When Organized: _____ Where Incorporated: _____

How many years have you engaged in business under the present firm name?_____

Credit available for this contract? _____

Contracts now in hand? _____

Has bidder ever refused to execute a contract at the original bid amount? _____

Has bidder ever been declared in default on a contract? _____

Comments:_____

_____

_____

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 202___ My Commission Expires: _____

_____ [NOTARY SEAL]
Notary Public

Attachment "A"
Required Submission Documents

LIST OF SUB-CONTRACTORS

I do ☐, do not ☐, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

NAME/ADDRESS	TYPE OF WORK	% of Contract

_____
Contractor Name

Attachment "A"
Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

I do ☐, do not ☐, propose to employ the minority sub-contractors as listed below on some of the work on this project.

NAME/ADDRESS	TYPE OF WORK	% of Contract

_____
Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☐ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation. Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 202___ My Commission Expires: _____

_____ [NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

☐ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 202___ My Commission Expires: _____

_____ [NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents

Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this_____day of_____, 202_.

Signature of Contractor: _____

Title:_____

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

NON COLLUSION AFFIDAVIT

Date:	
Project:	Bibb County, Georgia
Project #:	
Project Description:	
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, _____having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:

_____

_____

(Signature) (Seal)

Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY
Vendor Application

Date Submitted: _____

☐ New Application ☐ Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550
Fax: 478-751-7252
Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION				
Company Name:				
Company Address:				
Authorized By (Name):				
Title:				
Authorized Signature:			Date:	
Telephone Number:		Fax Number:		
Email Address:				

REMITTANCE INFORMATION (where payments should be sent)				
Remit to Name:				
Remit to Address:				
Phone:	Fax:		Toll Free:	
Contact:		Email:		
Business Type (choose one):	☐	Individual/Sole Proprietor	☐	Single member LLC
	☐	Business - incorporated	☐	Business - not incorporated/partnership
	☐	LLC: C S P (circle one)	☐	Other (Specify):
Social Security #:		Federal Tax ID #:		

PURCHASE ORDER INFORMATION (where purchase orders should be sent)			
Purchase Order Name:			
Purchase Order Address:			
Phone:	Fax:	Toll Free:	
Contact:	Email:		
Payment Terms: Discount %	# Days	Net Due	
Freight Terms: Ship Via		FOB	

E-Verify Information

Private Employer Affidavit is attached :
With E-Verify # _____ With E-Verify exemption selected _____

Contractor Affidavit is attached: (additional affidavit, if applicable)
With E-Verify # _____ Without E-Verify # but a copy of my driver's license is attached since I have no employees and no intent to hire employees _____

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____
Woman Owned _____ Disabled_____ Veteran_____ Not Applicable_____

Do you maintain a local office in Macon-Bibb County? Yes_____ No_____

Attachment "A"

Required Submission Documents

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: _____

SECTION 1 (Choose ONE of the following)

(A) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed ten (10) or less employees. **(Proceed to Section 3)**

(B) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed more than ten **(10) employees** and has registered with the E-Verify program. **(Proceed to Section 2)**

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number: _____

Date of Authorization: _____ **(Proceed to Section 3)**

SECTION 3

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20_____ in _____ (city), _____ (state)

Printed Name of Authorized Officer or Agent: _____

Title of Authorized Officer or Agent: _____

Signature of Authorized Officer or Agent: _____

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____

_____
NOTARY PUBLIC
My Commission Expires: _____

SCOPE OF WORK

Attachment B

Macon-Bibb County is seeking proposals from qualified contractors to provide turnkey clean-up of temporary homeless encampment sites. The respondent to this solicitation must possess knowledge of federal, state, and local regulations codes and laws pertaining to the homeless encampment remediation. The types of waste services will include, but not limited to, a variety of household debris, biohazards and hazardous materials, flammable and combustible materials, and other items associated with the homeless encampment sites. Contractor shall furnish all labor, materials, protective clothing, and equipment needed to provide the services described herein this scope of work.

- The Contractor shall have a minimum of five (5) years' experience in managing and the removal of hazardous materials that may be found in homeless encampment sites.
- Contractor must possess and furnish all required certifications, permits and/or licenses to perform required services described herein this scope of work.
- Contractors staff must be certified professionals and have in-depth knowledge that is critical for the safe removal and disposal of hazardous materials.
- Contractor's supervision and/or management must be present when work is being performed by staff to ensure all safety procedures are followed.
- Contractor shall work with County's departmental staff in coordinating to determine the work order/site for each encampment clean-up site. There will be an estimated eight project site assignments on an annual basis. When providing clean-up services, contractor must secure the areas for cleanup and clear all identified sites of all debris, wastes, and dangerous materials. No unauthorized persons shall be onsite during the clean-up. Work to be performed within 24 hours of notification of assigned site.
- Contractor shall provide notification to the County's designated personnel if there is an adjacent homeless encampment site discovered during the course of work to proceed with any additional work that was not previously identified.
- Photographs shall be taken of the encampment site before and after cleaning and provided to the County's designated personnel via electronic communication.
- Contractor shall properly package, transport, and dispose of waste. Disposal shall be at a site permitted to accept hazardous waste. Appropriate documentation must

be provided to the County such as a bill of lading and manifest for the hauling and disposal of waste materials.

- Contractor will work with the County to ensure that sensitivity and civility is held with the upmost importance during interactions with the homeless.
- The Contractor's staff must wear safety vests and identification badges when performing services.
- Payment: Contractor shall provide itemized documentation of employee labor hours, equipment costs, and disposal costs to the County.
- Should multiple Contractors be awarded an agreement for services, the County may ask for quotes from each contractor with the exception of extenuating circumstances (such as timeframe for clean-up) the County will proceed forward with the vendor providing the lowest quote.

Macon-Bibb County Government

Procurement Department

City Hall

700 Poplar Street, Suite 308
Macon, Georgia 31201
(478) 803-0550

Laura Hardwick
Director of Procurement

February 16, 2026

ADDENDUM # 1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 26-036-LH, Homeless Encampment Cleaning Services

The Invitation for Bids, referenced above, is modified as follows:

1. It was communicated during the Pre-Bid meeting that a roll-off/dumpster and certain equipment would be provided. However, one of the bid line items includes disposal. Will an amendment be issued to clarify or adjust this portion of the bid?

   Answer: We can provide a roll off dumpsters and hauling/disposal services to reduce costs.

2. Could you please provide detailed requirements regarding the necessary Bio-Hazard License?

   Answer: Based on an interpretation letter from OSHA on July 30, 2021, homeless encampments may meet the definition of an uncontrolled hazardous waste site (bloodborne pathogens, hazardous materials, biological contaminants) which would require Site Remediation, Emergency Response & Remediation Equipment

3. Is specific Personal Protective Equipment (PPE) required for this project? If so, please provide details.

   Answer: Macon Bibb will not dictate or provide PPE; this would be the responsibility of the contractor.

4. Is a certified Bio-Hazard technician required to be on-site at all times during the project?

   Answer: Yes, we would require someone onsite to have specific training and certification regarding hazardous material.

5. Can you confirm exactly what equipment will be provided? A Bibb County representative informed us that both equipment and a dumpster would be supplied.

   Answer: We can provide a roll-off dumpster and hauling services. We also can provide an enclosed skid steer or backhoe with operator to help load larger objects.

6. Will there be a specific price sheet provided, or can the vendor have provided pricing in their own format?

   Answer: Vendor can provide pricing however they wish but we prefer to see an hourly rate

7. Is the area designated as a nature reserve or protected habitat?

   Answer: No

8. Does the site consist of loose soil or sandy terrain?

   Answer: Each site will be different so yes this is possible.

9. Are there any tires that will require removal?

   Answer: Yes, some of these sites require tire removal

10. Is subcontracting a mandatory requirement for this project?

    Answer: No

11. Will law enforcement personnel(police) and the fire department be present on-site at the time services are performed?

    Answer: Yes, we arrange fire/police presence

12. Can the County clarify the average size or acreage of a typical encampment site?

    Answer: No way to do this, each site is different

13. Please confirm whether biohazard and are hazardous materials expected at every site or only on an as-needed basis.

    Answer: No way to know. Each site is different, but most sites will contain human waste

14. Will the County provide advance notice of site conditions, including the? presence of hazardous materials, prior to mobilization

    Answer: Yes, we will inspect sites before clearance is requested

15. Can we submit Exceptions/ Changes to the terms and conditions, if we have any?

    Answer: This is a Request for Proposal. Therefore, you can enter suggestions for exceptions/terms for negotiation.

16. Are there any other specifications/ Mandates, that we should be aware of?

    Answer: No

17. Will a representative from the agency be onsite w/our crew for each site cleanup?

    Answer: Yes

18. How many sites were cleaned via the prior contract year? What is the volume of waste that was generated during the prior contract year?

    Answer: Macon Bibb has handled all previous sites within house personnel; we did not keep volume records.

19. Is there a requirement for disinfecting and pressure washing paved sites?

    Answer: Yes, all pavements must be properly cleaned after clearance

20. Who is the current vendor / incumbent?

    Answer: There is no current vendor/incumbent.

21. Can we have the current contract copy.

    Answer: There is no current contract.

22. Is prevailing wage included in this contract?

    Answer: No.

23. For renewal years is year on year escalation allowed or CPI applicable?

    Answer: To be determined.

24. Is there any requirement for emergency response? If yes what is the time frame to respond?

    Answer: We will have police or code enforcement on site for clearance.

25. With any of the sites will there ever be an instance for site restoration.

    Answer: No

26. Do you have any reference photos, amounts, weight tickets waste from previous years or jobs?

    Answer: No

27. Please confirm whether the pricing is required to be all-inclusive (wrapped pricing).

    Answer: Pricing to be all inclusive based on the solicitations Proposal Bid Form.

28. In previous homeless encampment cleanups, we've completed, we were required to store left over items, is there a requirement for this?

    Answer: No

29. Will agency provide advance notification to unsheltered residents prior to clean-up activities?

    Answer: Yes, all residents are given prior notice

30. Can we add items to price list? Skid Steer, mini excavator?

    Answer: Yes.

31. What if mechanical equipment is needed or crew is better/safer with it?

    Answer: If additional equipment is needed it would be provided by contractor

32. Will campus be cleared of unhoused people by county representative?

    Answer: Yes

33. Can we get an idea of square footage of campus? Is one dumpster/roll-off enough? What if more are needed?

    Answer: Each site is different no way to know this.

34. Will county provide dumpster or roll-off for debris?

    Answer: Yes

35. Will county or contractor will be responsible for managing the waste?

    Answer: County

36. Do any sites require road closure? Who will be responsible – county or contractor?

    Answer: County will handle road closure if required.

37. What size (cubic yard capacity) is Macon-Bibb County assuming when referencing “Dump Trailer Per Site”?

    Answer: No way to know.

38. Does the “Site Labor Per Hour” rate include PPE, supplies, tools, and equipment, or should these be priced separately?

    Answer: Yes, we need pricing for all contractor materials/labor.

39. Does the “Biohazard Technician – Per Hour” rate include:

    - PPE
    - Supplies
    - Equipment
    - Biohazard Waste Disposal
    - Transportation Waste

    Answer: Yes, although Macon Bibb will handle hauling of debris and we can provide a skid steer/backhoe with operator if requested

40. Should biohazard disposal be included in the hourly technician rate, or should disposal be priced separately?

    Answer: County will handle disposal.

41. Should general trash disposal and landfill tipping fees be included in the dump trailer pricing or billed separately?

    Answer: County will handle disposal of roll off dumpsters.

42. What is the expected notice period prior to encampment cleanup deployments?

    Answer: We would prefer the contractor to be ready for deployment with a week of contact from county

43. Are emergency or expedited response situations anticipated, and if so, what response timeframe is expected for emergency situations?

    Answer: We would prefer the contractor to be ready for deployment with a week of contact from County.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

Macon-Bibb County Government

Procurement Department

City Hall

700 Poplar Street, Suite 308
Macon, Georgia 31201
(478) 803-0550

Laura Hardwick
Director of Procurement

February 23, 2026

ADDENDUM # 2

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 26-036-LH, Homeless Encampment Cleaning Services

The Invitation for Bids, referenced above, is modified as follows:

1. Will these areas have people living on them or the space will be vacant?

   Answer: Please refer to Addendum 1 question #32.

2. Once an assignment has been assigned how long will I have to complete the project?

   Answer: To be determined. Depending on the size of the clean-up.

3. Can the cleanings be done on the weekends as well?

   Answer: Please refer to the solicitation for the anticipated work hours.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

Macon-Bibb County Government

Procurement Department

City Hall

700 Poplar Street, Suite 308
Macon, Georgia 31201
(478) 803-0550

Laura Hardwick
Director of Procurement

February 25, 2026

ADDENDUM # 3

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 26-036-LH, Homeless Encampment Cleaning Services

The Invitation for Bids, referenced above, is modified as follows:

1. The bid proposal due date has been changed from Thursday, February 26, 2026 to Thursday, March 5, 2026, by 12 noon standard eastern time.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

TRAUMA SERVICES
Your Trusted Biohazard Solution

RFP #26-036-LH
Homeless Encampment Site Cleaning Services
Macon-Bibb County, Georgia

Macon-Bibb County Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31201

Dear Evaluation Committee:

Trauma Services respectfully submits this proposal in response to RFP #26-036-LH for Homeless Encampment Site Cleaning Services. We are fully prepared and unequivocally confident in our ability to deliver exceptional, turnkey remediation services to Macon-Bibb County. Our team stands ready to exceed the County's operational, safety, and compliance standards while providing a level of professionalism and execution that sets the benchmark in our industry.

History of Trauma Services

Trauma Services brings more than 35 years of operational experience and over 175 years of combined executive and field leadership. Operating under the name "Trauma Services" since October 2018, we have grown into a nationally recognized leader in high-risk biohazard and environmental remediation across municipal, governmental, commercial, and residential sectors.

We employ 55+ highly trained technicians and supervisors, with all leadership team members serving in managerial roles for more than five years, ensuring stability, accountability, and operational consistency.

Our standard is clear: do it right the first time. We operate with uncompromising commitment to safety, regulatory compliance, precision documentation, professionalism, and respect, on every project, without exception.

TRAUMA SERVICES
Your Trusted Biohazard Solution

Contact Information

Michael Wiseman – CEO/President
Email: mikewise@traumaservices.com
Website: www.traumaservices.com

Main Office: 508-964-4900
Fax Number: 508-339-4901
Emergency Response Line: 888-648-7262

Georgia Headquarters: (Dispatch Location)
Trauma Services
4461 Bretton Ct NW, Unit 100
Acworth, GA 30101

Billing Office:
Trauma Services
391 Oakland Street,
Mansfield, MA 02048

Additional Offices:

- Mansfield, Massachusetts
- Londonderry, New Hampshire
- Manchester, Connecticut
- Oceanside, New York
- Hamilton Township, New Jersey
- Philadelphia, Pennsylvania
- Greenville, South Carolina
- Lansing, Michigan

TRAUMA SERVICES
Your Trusted Biohazard Solution

Structure of the Firm

Executive Leadership

- Michael Wiseman – CEO/President
  Joseph Brynes – Chief Operations Officer
- Cheryl Urbano – Chief Financial Officer
  Jessica Marmelo – Chief Marketing Officer

Field Leadership & Operations

Contract Specific:

Contract Specific Management Team:

- Jonathan Acosta – Director of Operations (Georgia)
- Tom McNally – Director of Operations (Northeast)
- Jason Conlin – Operations Manager
- Mandi Williams – Head of Admin (Georgia)
- Andrew Salois – Director of Compliance & Safety
- Jason Williams – Supervisor
- Rachel Strawder – Supervisor
- Michael Morse – Supervisor
- Justin Gemme – Supervisor
- Jay Smith – Supervisor
- Bryan Ford – Supervisor
- Anthony Lupusta – Supervisor
- Christopher Delucia – Supervisor
- Jon Bailey – Supervisor
- Henry Dunn – Supervisor
- Eric Ostiguy – Supervisor
- Larry King – Supervisor
- Kendell Fisher – Supervisor
- Jasmine Bradley – Supervisor

- 55+ Certified Technicians

Trauma Services maintains an uncompromising commitment to rigorous training, continuous professional development, and operational excellence. We invest heavily in our personnel and consistently promote from within, ensuring that our leadership team is built on real-world field experience, institutional knowledge, and proven performance. This approach directly benefits Macon-Bibb County, as every supervisory and managerial team member brings extensive expertise in biohazard remediation and hazardous material response, combined with hands-on operational oversight.

Our leadership team has collectively managed and executed the full scope of statewide biohazard and encampment remediation contracts referenced within this proposal. Their responsibilities have encompassed direct field supervision, emergency response coordination, regulatory compliance oversight, documentation and billing management, and procurement of required equipment and materials. This depth of experience ensures seamless execution of complex remediation projects while maintaining the highest standards of safety, regulatory adherence, efficiency, and accountability.

Experience and Qualifications

Trauma Services has managed tens of thousands of environmental and emergency response projects involving:

- Crime and trauma scene remediation
- Infectious disease and bloodborne pathogen decontamination
- Hoarding and severe squalor remediation
- Illicit drug laboratory and fentanyl contamination cleanup
- Unattended death remediation
- Biohazard transportation and regulated disposal
- Environmental hazard stabilization
- Public right-of-way and municipal property restoration

Our teams routinely work alongside law enforcement agencies, public works departments, emergency management offices, housing authorities, and municipal governments.

TRAUMA SERVICES
Your Trusted Biohazard Solution

All field staff maintain OSHA certifications including Bloodborne Pathogens, Infectious Disease Response, Environmental Disinfection, Fentanyl and Drug Scene Decontamination, First Aid, and CPR. Many hold advanced certifications including:

- OSHA 40-Hour HAZWOPER
- Certified Bio Recovery Technician (CBRT)
- IICRC Trauma & Crime Scene Technician (TCST)
- Global Biorisk Advisory Council (GBAC)
- Methamphetamine Cleanup Certification
- Hazard Communication (HazCom/GHS)
- Mold Inspection Certification

Michael Wiseman holds TSWM Practitioner License #TSWM-P000080.
Trauma Services holds Company License #TSWM-CO000053.

Copies of all required certifications, permits, and licenses are available upon request.

Professional References:

City of Gainesville, Georgia
Contact: Myron Bennett
Phone: 678-617-9752
Scope of Services: Trauma Services is currently engaged in a large-scale homeless encampment remediation project with the City of Gainesville. This project involves coordinated encampment cleanup, hazardous material removal, regulated waste disposal, and site stabilization in partnership with municipal officials.

State of Maine
Contract #18P2305190000000000158 – Biohazard Remediation
Roadside Encampment Bio-Hazard Cleanup Services
Years Active: 2023–Present

William Allen
Senior Procurement Manager
Phone: 207-956-2351
Email: William.allen@maine.gov

TRAUMA SERVICES
Your Trusted Biohazard Solution

Scope of Services: Trauma Services holds a statewide contract for roadside encampment biohazard remediation services throughout the State of Maine, including hazardous waste identification, removal, packaging, transport, and disposal in accordance with regulatory requirements.

State of New Hampshire
Contract #8003149 and #8003510 – Trauma Scene and Biohazard Cleanup Services & Homeless Encampment Contract
Years Active: 2018–Present

Carrie Martin
Purchasing Agent
Phone: 603-271-0574
Email: Carrie.l.Martin@das.nh.gov

Scope of Services: Trauma Services provides statewide homeless encampment remediation and trauma scene cleanup services across New Hampshire under an active state contract, including regulated waste disposal and public right-of-way restoration.

State of Massachusetts – Operational Services Division

Raydi Soto
Strategic Sourcing Manager
Phone: 617-792-0974
Email: Raydi.j.soto@mass.gov

Scope of Services: Trauma Services is under contract with the Commonwealth of Massachusetts to perform statewide homeless encampment cleanup services, including hazardous material handling and disposal.

Note: Supervisory personnel currently overseeing operations within Georgia previously directed and managed performance under the above statewide encampment contracts prior to the establishment of our Georgia headquarters.

TRAUMA SERVICES

Your Trusted Biohazard Solution

Project Management & Timeline

Trauma Services will assign a designated contract-specific supervisor/project manager for Macon-Bibb County. This supervisor will be present during all site operations and serve as the direct point of contact for County representatives.

Standard deployment includes one supervisor and a minimum of two technicians, with the ability to scale crews up or down depending on site conditions.

In accordance with Macon-Bibb County's requirements, Trauma Services will provide turnkey clean-up of temporary homeless encampment sites on an as-needed basis. Services will be available Monday through Friday from 8:30 a.m. to 5:30 p.m., with flexibility to accommodate fluctuations in workload or unforeseen circumstances. All work will be initiated within 24 hours of notification of an assigned site.

Trauma Services operates on an on-call basis with multiple backup crews ready to dispatch immediately, ensuring operational continuity regardless of assignment volume.

Project Approach & Understanding

Trauma Services understands that homeless encampment cleanup involves the safe removal of household debris, biohazards, hazardous materials, flammable items, and other regulated waste streams. Our personnel are trained hazard-recognition specialists capable of identifying and mitigating risks in dynamic environments.

Operational procedures include:

- Site coordination with County staff
- Securing and controlling the work area
- Removal of all debris and dangerous materials
- Immediate notification of any adjacent encampment discovered
- Before-and-after photographic documentation
- Real-time upload of documentation via secure platform
- Proper packaging, transport, and disposal at permitted facilities
- Provision of bills of lading and waste manifests
- Itemized billing of labor, equipment, and disposal costs

TRAUMA SERVICES
Your Trusted Biohazard Solution

All staff wear reflective safety vests, identification badges, and branded apparel to clearly distinguish authorized personnel. Unauthorized individuals are not permitted within secured work zones.

Field personnel are trained to treat all individuals encountered with dignity, sensitivity, and professionalism.

Trauma Services appreciates the opportunity to submit this proposal and looks forward to serving Macon-Bibb County with professionalism, responsiveness, and a steadfast commitment to public safety and regulatory compliance. Training Included:

Trauma Services is an IICRC Certified Firm Company #70219464

- Master Crime and Trauma Scene BioRecovery – National Institute of Decontamination Specialists
- Crime & Trauma Scene BioRecovery Certification – National Institute of Decontamination
- Certified Bio Recovery Technician – American Bio Recovery Association
- IICRC Water Damage Restoration Technician (WRT)
- IICRC Fire and Smoke Restoration (S700 Standard) Training
- OSHA 40-Hour HAZWOPER Certification
- OSHA Bloodborne Pathogens Training
- OSHA 10-Hour Construction Safety
- Environmental Disinfection – National Institute of Decontamination
- Vehicle Decontamination Course – National Institute of Decontamination
- Hazard Communication (HazCom / GHS) - 360Training
- Emergency Response and Infection Control Training – 360Training
- Aseptic Techniques & Biological Hazards – 360Training
- Methamphetamine Cleanup – National Institute of Decontamination
- COVID-19 & Infectious Disease Protocols – 360Training
- First Aid and CPR Certification
- Right of Way Safety Training
- Environmental Disinfection – National Institute of Decontamination
- Infection Control and COVID-19 – 360Training

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- Infectious Diseases Online Training – 360Training
- Emergency Response Training – 360Training
- Eye and Face Protection – 360Training
- Respiratory Fit Testing Online Training – 360Training

At Trauma Services, we prioritize the safety and preparedness of our employees through comprehensive, hands-on training. All technicians are fully trained and certified in bloodborne pathogen exposure control, infectious disease mitigation, trauma and crime scene remediation, drug paraphernalia handling and decontamination procedures, and operate in full compliance with all applicable OSHA regulations.

Procurement Partnerships

Trauma Services has extensive experience working on large-scale decontamination and cleanup contracts, currently holding:

- State of New Hampshire Contract #8003149 – Trauma Scene and Biohazard Cleanup Services
- State of Maine Contract #18P2305190000000000158 – Biohazard Remediation
- State of Massachusetts – Operational Services Division - QT-1080-OSD03-SC02-120434 – Infectious Disease, Biohazard/Trauma Cleanup
- State of Massachusetts – Massachusetts State Police – Biohazard Remediation
- Massachusetts Bay Transportation Authority QT-1206-40000-4000-118432 – Emergency Bio-Hazard, Disinfection and Encampment Cleanup
- Suffolk County Sheriffs Department – Biohazardous, Fentanyl and Sewage Remediation Services
- City of Philadelphia, PA – B2524078 - Biological Waste and Matter Cleanup
- City of Hartford, CT – Hartford, CT Police Department PO 2028028 – Biohazard Street Scene Cleanup
- City of Providence, RI – PVD24-51 - Providence, RI Police Department – Biohazard Remediation Services

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- City of Warwick, RI – 2025-009 - Warwick, RI Police Department - Blood Borne Pathogens & Narcotics Remediation
- City of Boston – Boston Police Department Contract #EV00013215 – 24 Hour Emergency Bio-Hazard and Chemical Cleaning
- City of Boston – Boston Police Department Contract #EV00013953 – Biohazard Emergency Cleaning Services
- City of Boston – Boston Parks and Recreation #EV00013198 – Bio-Hazard & Encampment Cleanup
- City of Lowell – IFB 25-61 - Hazardous Waste Clean-Up and Disposal (Needle Pickup)
- Chicopee Housing Authority – Sewage & Mold and Blood Borne Pathogen Remediation Service Contract Bid #25-394

Michael Wiseman (Chief Executive Officer)

Mike brings over 35 years of hands-on field leadership and operational oversight in the biohazard remediation and trauma scene industry, having managed thousands of critical response incidents across the Northeastern United States. His expertise spans crime and trauma scene cleanup, biological hazard mitigation, fentanyl and narcotics contamination, infectious disease response, and encampment clearance for some of the most demanding clients in public safety and government sectors.

Mike has led teams through major incident response operations, including high-profile emergencies such as the Boston Marathon bombing, coordinating cleanup efforts with law enforcement, federal agencies, and public health officials under extreme conditions. His leadership has ensured safe, compliant, and compassionate remediation during some of the region's most challenging events.

Mike has played a pivotal role in fulfilling the complex demands of numerous long-term municipal, state, and transit agency contracts, including but not limited to:

- State of New Hampshire Contract #8003149 – Trauma Scene and Biohazard Cleanup Services

- State of Maine Contract #18P2305190000000000158 – Biohazard Remediation
- State of Massachusetts OSD QT-1080-OSD03-SC02-120434 – Infectious Disease, Trauma, and Biohazard Cleanup
- MBTA QT-1206-40000-4000-118432 – Emergency Biohazard, Disinfection, and Encampment Cleanup
- Suffolk County Sheriff's Department – Biohazardous, Fentanyl, and Sewage Remediation Services
- City of Philadelphia B2524078 – Biological Waste and Matter Cleanup
- City Contracts in Hartford, Providence, Warwick, Lowell, and Boston – Including 24-hour emergency response, needle pickup, narcotics contamination remediation, bloodborne pathogen response, and large-scale encampment decontamination

Mike's approach blends technical precision with a deep understanding of public health requirements, particularly in working with police departments, transportation authorities, and housing agencies. He is known for his ability to coordinate multi-agency responses swiftly and discreetly, while adhering to stringent OSHA, EPA, and state environmental compliance standards.

His professional certifications include:

- Master Crime & Trauma Scene BioRecovery Certification – National Institue of Decontamination
- Crime & Trauma Scene BioRecovery Certification – National Institute of Decontamination
- OSHA 40-Hour HAZWOPER Certification
- OSHA Bloodborne Pathogens Training
- OSHA 10-Hour Construction Safety
- Enviromental Disinfection – National Institute of Decontamination
- Vehichle Decontamination Course – National Institute of Decontamination
- Hazard Communication (HazCom / GHS)
- Emergency Response and Infection Control Training – 360Training
- Aseptic Techniques & Biological Hazards – 360Training
- Methamphetamine Cleanup – National Institute of Decontamination
- COVID-19 & Infectious Disease Protocols – 360Training

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Mike's unparalleled field knowledge, strategic leadership, and extensive credentials make him one of the most seasoned professionals in the industry today. He continues to mentor emerging technicians and leads operational readiness programs that support 24/7 emergency deployment across multi-state regions.

Thomas McNally

14 Years of Expertise in Biohazard Remediation, Operational Leadership & Emergency Scene Management

Thomas McNally brings 14 years of dedicated industry experience as a highly skilled operations leader and biohazard remediation specialist. He has worked side-by-side with Mike during critical high-stakes incidents, including the Boston Marathon bombing, where his hands-on involvement was vital in managing complex cleanup operations under pressure.

Thomas has played a key role in overseeing operational logistics, contract compliance, and procurement activities across a broad portfolio of municipal and state biohazard contracts, ensuring seamless execution for clients such as:

- State and municipal trauma and biohazard cleanup contracts throughout Massachusetts, New Hampshire, Maine, Rhode Island, and Pennsylvania
- Emergency response services for police departments, transportation authorities, and public health agencies
- Specialized remediation projects involving fentanyl contamination, infectious disease outbreaks, and large-scale encampment clearance

His operational oversight is backed by an array of specialized certifications that reinforce his capability to maintain the highest standards of safety and regulatory compliance, including:

- Vehicle Decontamination – National Institute of Decontamination Specialists
- Crime and Trauma Scene BioRecovery – National Institute of Decontamination Specialists
- OSHA 40-Hour HAZWOPER – 360Training
- OSHA Bloodborne Pathogens Training – 360Training

- OSHA 10-Hour General Industry & Construction Industry Outreach Training – 360Training
- Right of Way Safety Training
- First Aid and CPR Certification

Thomas excels in managing complex operational workflows and safety protocols, ensuring his teams are fully equipped and trained to respond efficiently to all biohazard and trauma scenes. His expertise in procurement and contract management guarantees that projects remain compliant, cost-effective, and deliver optimal outcomes for clients.

As COO, Thomas continues to drive operational excellence, staff development, and innovation in biohazard remediation services, supporting rapid and effective responses to emergency and scheduled cleanup scenarios.

Jessica Marmelo

12 Years of Expertise in Biohazard Remediation Training, Environmental Disinfection & Operational Development

Jessica Marmelo is a seasoned professional with over 12 years of experience dedicated to training, development, and quality assurance within the biohazard remediation and environmental disinfection industry. Her focus is on equipping technicians and operational teams with the most current and effective skills to safely and efficiently manage complex trauma and biohazard scenes. Jessica oversees the development and delivery of comprehensive training programs, ensuring that staff meet and exceed industry standards while maintaining compliance with OSHA, CDC, and EPA guidelines. She has been instrumental in supporting multiple statewide and municipal contracts through curriculum design, certification management, and hands-on operational training.

Her extensive training credentials include:

- Crime and Trauma Scene BioRecovery – National Institute of Decontamination
- Environmental Disinfection – National Institute of Decontamination

- HIPAA Exam – 360 Training
- Infection Control and COVID-19 – 360Training
- Infectious Diseases Online Training – 360Training
- OSHA 40-Hour HAZWOPER – 360Training
- OSHA 10-Hour Construction Safety – 360Training
- OSHA Bloodborne Pathogens Training – 360Training
- Emergency Response Training – 360Training
- Hazard Communication (HazCom, GHS Training) – 360Training
- Right of Way Safety Training – Massachusetts
- First Aid and CPR – American Red Cross

Jessica's leadership in training and development ensures that every technician is thoroughly prepared to respond to biohazard emergencies, including infectious disease outbreaks, trauma scenes, and environmental contamination events. Her commitment to continuous improvement and professional growth within the team has strengthened operational readiness and enhanced safety culture across all projects.

Joseph Byrnes – (Job Code from Supplied Price Sheet – Project Manager)

12 Years of Expertise in Biohazard Remediation & Emergency Response Operations

Joseph Byrnes is an experienced operations professional with 12 years of focused expertise in biohazard cleanup and emergency response management. He has consistently demonstrated strong leadership in coordinating complex remediation projects, ensuring safety, compliance, and efficiency across trauma scenes and biohazard incidents.

Joseph's operational oversight includes direct management of field teams, logistics coordination, and maintaining rigorous adherence to OSHA and industry safety standards. His background supports large-scale emergency responses as well as routine hazardous waste and infectious disease cleanup.

Joseph holds key certifications that reinforce his expertise in hazardous environments:

- Crime and Trauma Scene BioRecovery – National Institute of Decontamination
- OSHA 40-Hour HAZWOPER – 360Training

- OSHA Bloodborne Pathogens Training – 360Training
- OSHA 10-Hour General Industry & Construction Industry Outreach Training – 360Training
- Right of Way Safety Training
- First Aid and CPR Certification

With a commitment to operational excellence and worker safety, Joseph continues to play a critical role in delivering high-quality, compliant biohazard remediation services across multiple state and municipal contracts.

Jon Acosta – (Job Code from Supplied Price Sheet – Supervisor)

10 Years of Experience in Operations and Emergency Response

Jon Acosta brings a solid decade of experience in operations management and emergency response, specializing in biohazard remediation, water damage restoration, and fire and smoke restoration. His comprehensive knowledge of restoration and safety protocols enables him to oversee complex field operations efficiently while ensuring compliance with industry standards.

Jon's certifications highlight his technical and safety expertise, including:

- OSHA 40-Hour HAZWOPER – 360Training
- IICRC Water Damage Restoration Technician (WRT)
- IICRC Fire and Smoke Restoration (S700 Standard) Training
- OSHA 10-Hour General Industry & Construction Industry Outreach Training
- Right of Way Safety Training
- First Aid and CPR Certification

Jon's operational leadership supports rapid deployment and quality control for emergency response teams, emphasizing safety, environmental compliance, and effective restoration practices.

Jason Conlin – (Job Code from Supplied Price Sheet – Supervisor)

10 Years of Experience in Biohazard and Environmental Remediation

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Jason Conlin brings a decade of dedicated experience in biohazard remediation, trauma scene cleanup, and environmental restoration. His technical expertise covers a broad range of remediation services including trauma and crime scene cleanup, water damage restoration, and fire and smoke damage recovery. Jason is committed to maintaining rigorous safety standards while delivering thorough and compassionate cleanup services.

His certifications include:

- IICRC Trauma and Crime Scene Cleanup
- OSHA 40-Hour HAZWOPER – 360Training
- IICRC Water Damage Restoration Technician (WRT)
- IICRC Fire and Smoke Restoration (S700 Standard) Training
- OSHA 10-Hour General Industry & Construction Industry Outreach Training
- Right of Way Safety Training
- First Aid and CPR Certification

Jason's well-rounded skill set and strong adherence to safety protocols make him a vital asset in managing complex biohazard remediation projects and emergency response efforts.

Michael Morse – Supervisor (12 Years Experience)

Michael Morse is a seasoned field supervisor with over 12 years of experience managing biohazard remediation, trauma scene cleanup, and decontamination efforts. He has led response teams through a wide range of high-risk environments, ensuring compliance with all OSHA and industry safety protocols. Michael is known for his calm leadership in high-pressure situations and his ability to coordinate complex field operations efficiently and effectively.

He is certified in trauma and crime scene cleanup, OSHA compliance, infectious disease decontamination, and hazardous materials handling, making him a vital component of frontline response operations.

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Justin Gemme – Supervisor

With 8 years of hands-on experience, Justin Gemme is a reliable and detail-oriented supervisor who plays a key role in overseeing trauma and crime scene remediation projects. His field leadership is backed by comprehensive training in OSHA safety standards, infectious disease decontamination, and water and fire damage restoration. Justin ensures his teams operate with precision, safety, and compassion across all assignments.

Jay Smith – Supervisor

Jay Smith has been an essential part of the field operations team for 5 years, supervising critical response efforts involving trauma scenes, drug paraphernalia decontamination, and infectious disease containment. His training in IICRC standards, OSHA protocols, and first aid equips him to maintain safety and efficiency across every project site he manages.

Bryan Ford – Supervisor

Bryan Ford brings 5 years of supervisory experience to biohazard remediation work, specializing in crime scene cleanup, drug paraphernalia removal, and infectious disease decontamination. With IICRC certifications and OSHA training, Bryan maintains a strong focus on team safety, job site compliance, and effective project execution.

Anthony Lapusta – Supervisor

Anthony Lapusta is a dedicated field supervisor with 5 years of experience in trauma scene remediation and hazardous cleanup environments. His expertise spans IICRC-certified restoration techniques, OSHA safety standards, and infectious disease containment procedures. Anthony is known for his strong work ethic and meticulous attention to detail on every job.

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Chris DeLucia – Supervisor

Chris DeLucia has spent 5 years leading teams through complex biohazard and environmental remediation scenarios. His training in trauma scene cleanup, OSHA protocols, bloodborne pathogen safety, and IICRC restoration standards ensures he consistently upholds the highest standards of safety and professionalism in the field.

Jon Bailey – Supervisor

Jon Bailey is a trusted field supervisor with 5 years of experience in handling trauma, crime scenes, and hazardous material cleanup. He is trained in OSHA 10, bloodborne pathogens, IICRC restoration procedures, and drug paraphernalia decontamination, enabling him to lead teams through sensitive and technically demanding environments with confidence and care.

Employee Training:

At Trauma Services, we prioritize the safety and preparedness of our employees through comprehensive, hands-on training. All technicians are fully trained and certified in bloodborne pathogen exposure control, infectious disease mitigation, trauma and crime scene remediation, drug paraphernalia handling and decontamination procedures, and operate in full compliance with all applicable OSHA regulations.

RFP PROPOSAL BID FORM
Homeless Encampment Site Cleaning Services
26-036-LH

Bid Respondent's (Firm Name) New England Trauma Services LLC

ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	PRICE
1. Site Mobilization	Per Site	Per Site	$195
2. Site Labor	Per Hour	Per tech per hour	$95
3. Biohazard Technician	Per Hour	Per tech per hour	$115
4. Dump Trailer	Per Site	Per 55-gallon trash bag with disposal	$6

$411.00

We have examined the Specifications, related documents, and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated above. These prices are to cover all expenses incurred in performing the Work required under these Scope of Work/Specifications (Attach, of which this bid is part.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Kristen Glenn PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No): E-MAIL ADDRESS: kristen.mccay@marshmma.com
INSURED New England Trauma Services, LLC 391 Oakland St. Mansfield, MA 02048	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Nautilus Insurance Company — 17370 INSURER B : Cincinnati Insurance Company — 10677 INSURER C : Great Divide Insurance Co INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** JRK5PD2M **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			ECP2035894-14	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible per occurrence	$ 2,000,000 $ 250,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 5,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			EBA0630104	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			FFX2035895-14	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA2035896-15	10/01/2025	10/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Macon-Bibb County Procurement Department
700 Poplar Street, Suite 308
Macon, GA 31201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

New England Trauma Services LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

391 Oakland Street

Requester's name and address (optional)

6 City, state, and ZIP code

Mansfield MA 02048

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	3	–	1	9	5	0	2	0	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 1/6/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Attachment "A"
Required Submission Documents

Macon-Bibb County
Summary of Attachment "A" Required Documents

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit
- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: New England Trauma Services LLC

Address: 391 Oakland Street, Mansfield, MA 02048

When Organized: 2018 Where Incorporated: Delaware

How many years have you engaged in business under the present firm name? 8 Years

Credit available for this contract? Yes

Contracts now in hand? 15+ Contracts, including 3 statewide.

Has bidder ever refused to execute a contract at the original bid amount? N/A

Has bidder ever been declared in default on a contract? N/A

Comments:

Company Name: New England Trauma Services LLC

Authorized By (typed name): Michael Wiseman

Authorized Signature:

Title: CEO/President Date: Feburary 20th, 2026

References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
See attached outline.			

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

20 DAY OF February, 2026

Notary Public

My Commission Expires: 02/22/2030

[NOTARY SEAL]

Cheryl Urbano
My Commission Expires 02/22/2030
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

Attachment "A"
Required Submission Documents

LIST OF SUB-CONTRACTORS

I do [ ], do not [✓], propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

NAME/ADDRESS	TYPE OF WORK	% of Contract
N/A		

New England Trauma Services LLC
Contractor Name

Attachment "A"
Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

I do ☐, do not ☑, propose to employ the minority sub-contractors as listed below on some of the work on this project.

NAME/ADDRESS	TYPE OF WORK	% of Contract
N/A		

New England Trauma Services LLC
Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☑ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☑ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation. Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: New England Trauma Services LLC

Authorized By (typed name): Michael Wiseman

Authorized Signature: [signature]

Title: CEO/President Date: February 20th, 2026

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
20th DAY OF Feburary, 2026 My Commission Expires: 2/22/2030

[signature]
Notary Public

[NOTARY SEAL]

Cheryl Urbano
My Commission Expires
02/22/2030
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

☑ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: New England Trauma Services LLC

Authorized By (typed name): Michael Wiseman

Authorized Signature: [signature]

Title: CEO/President Date: February 20th, 2026

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
20 DAY OF February, 2026 My Commission Expires: 02/22/2030

[signature]
Notary Public

[NOTARY SEAL]

Cheryl Urbano
My Commission Expires
02/22/2030
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

Attachment "A"
Required Submission Documents

Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this 20th day of February, 2026.

Signature of Contractor: _____

Title: CEO/President

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date 3/18/26

Printed Name _____

Attachment "A"
Required Submission Documents

NON COLLUSION AFFIDAVIT

Date:	Feburary 20th, 2026
Project:	Bibb County, Georgia
Project #:	26-036-LH
Project Description:	Homeless Encampment Site Cleaning Services
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, Michael Wiseman having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:
New England Trauma Services LLC

(Signature) (Seal)

Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY
Vendor Application

Date Submitted: 02/20/26

[X] New Application [ ] Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550
Fax: 478-751-7252
Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION				
Company Name:	New England Trauma Services LLC			
Company Address:	391 Oakland Street, Mansfield, MA 02048			
Authorized By (Name):	Michael Wiseman			
Title:	CEO/President			
Authorized Signature:	Mike Wiseman		Date:	02/20/2026
Telephone Number:	888-648-7262	Fax Number:		
Email Address:	mikewise@traumaservices.com			

REMITTANCE INFORMATION (where payments should be sent)				
Remit to Name:	New England Trauma Services LLC			
Remit to Address:	391 Oakland Street, Mansfield, MA 02048			
Phone:	888-648-7262	Fax:	Toll Free:	
Contact:	Michael Wiseman	Email:	mikewise@traumaservices.com	
Business Type (choose one):	[ ] Individual/Sole Proprietor		[X] Single member LLC	
	[ ] Business - incorporated		[ ] Business - not incorporated/partnership	
	[ ] LLC: C S P (circle one)		[ ] Other (Specify):	
Social Security #:		Federal Tax ID #:	83-1950205	

PURCHASE ORDER INFORMATION (where purchase orders should be sent)			
Purchase Order Name:	New England Trauma Services LLC		
Purchase Order Address:	391 Oakland Street, Mansfield, MA 02048		
Phone: 888-648-7262	Fax:	Toll Free:	
Contact: Michael Wiseman	Email:	mikewise@traumaservices.com	
Payment Terms: Discount %	# Days	Net Due	
Freight Terms: Ship Via		FOB	

E-Verify Information

Private Employer Affidavit is attached :
With E-Verify # 2741588 With E-Verify exemption selected _____

Contractor Affidavit is attached: (additional affidavit, if applicable)
With E-Verify # _____ Without E-Verify # but a copy of my driver's license is attached since I have no employees and no intent to hire employees X

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____
Woman Owned _____ Disabled _____ Veteran _____ Not Applicable X

Do you maintain a local office in Macon-Bibb County? Yes _____ No X

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: New England Trauma Services LLC

SECTION 1 (Choose ONE of the following)

(A) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **ten (10) or less employees. (Proceed to Section 3)**

(B) ☒ On January 1 of the below-signed year, the individual, firm, or corporation employed **more than ten (10) employees** and has registered with the E-Verify program. **(Proceed to Section 2)**

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number: 2741588

Date of Authorization: July 24th, 2025 **(Proceed to Section 3)**

SECTION 3

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on February, 20th, 2026 in Mansfield (city), MA (state)

Printed Name of Authorized Officer or Agent: Michael Wiseman

Title of Authorized Officer or Agent: CEO/President

Signature of Authorized Officer or Agent: [signature]

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 20 DAY OF February, 2026

[signature]
NOTARY PUBLIC
My Commission Expires: 02/22/2030

Cheryl Urbano
My Commission Expires 02/22/2030
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING A NOT TO EXCEED PRICE OF $34,000,000.00 FOR THE COMPLETION OF THE LAW ENFORCEMENT CENTER EXPANSION AND UPGRADE PROJECT, TO BE PAID FROM THE 2025 SPLOST FUND – PUBLIC SAFETY – SHERIFF BUILDINGS LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County has been planning for the expansion and upgrade of the Macon-Bibb County Law Enforcement Center ("LEC"); and

WHEREAS, accordingly, in 2025, the Macon-Bibb County Commission authorized agreements with an architect and construction manager for the completion of the LEC expansion and upgrade project; and

WHEREAS, as part of their pre-construction services, the construction manager and architect were tasked with establishing a Guaranteed Maximum Price for the completion of the project; and

WHEREAS, it is anticipated that the project will be completed in phases, and that the GMP for each phase is not yet quantifiable; and

WHEREAS, by Ordinance O-26-0017, the Macon-Bibb County Commission approved the GMP for Phase I of the project in the amount of $1,244,030.00; and

WHEREAS, the Macon-Bibb County Commission desires to set a not to exceed price for the full LEC expansion and upgrade project, in the amount of $34,000,000.00, such that future GMPs do not have to be approved by further action of the Macon-Bibb County Commission so long as collectively the GMPs for all the phases of the project do not exceed the price herein; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission authorizes the use of a not to exceed amount of THIRTY-FOUR MILLION DOLLARS ($34,000,000.00) for the completion on the LEC expansion and upgrade project, to be paid from the 2025 SPLOST Fund – Public Safety – Sheriff Buildings line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby approves the GMPs established by the County, the architect, and the construction manager for each phase of the LEC expansion and upgrade project, provided that collectively the GMPs do not exceed $34,000,000.00.

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

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Not to Exceed Price for LEC Expansion and Upgrade Project 4-30-26.docx

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF $194,361.95 TO FISHER SCIENTIFIC COMPANY, LLC FOR THE PURCHASE OF SCBA EQUIPMENT FOR THE FIRE DEPARTMENT, TO BE PAID FROM THE SPLOST 2018 FUND – PUBLIC SAFETY – FIRE UPGRADE – PROPERTY LINE ITEM; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County has prioritized improving public safety across the community, in part through the upgrade of public safety infrastructure and equipment; and

WHEREAS, the Macon-Bibb County Fire Department requires new Self-Contained Breathing Apparatus ("SCBA") equipment; and

WHEREAS, the Macon-Bibb County Fire Department has received a quote in the amount of $194,361.95 from Fisher Scientific Company, LLC for the required SCBA equipment; and

WHEREAS, Fisher Scientific Company, LLC holds a Statewide Contract for such equipment; and

WHEREAS, pursuant to Sec. 19-8 of the Macon-Bibb County Code of Ordinances, the County may join "other units of government or cooperative purchasing organizations in cooperative purchasing plans when the best interests" of the County would be served thereby; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the issuance of a purchase order for the SCBA equipment from Fisher Scientific Company, LLC, in the amount of $194,361.95, through the Statewide Contract, as joining such cooperative purchasing contract is in the best interest of the County; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to approve the issuance of a Purchase Order, in an amount of ONE HUNDRED NINETY-FOUR THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS AND 95/100 CENTS ($194,361.95), to Fisher Scientific Company, LLC for the purchase of SCBA equipment, to be paid from the SPLOST 2018 Fund – Public Safety – Fire Upgrade – Property line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then

this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Agreement with Fisher Scientific Company, LLC for the Purchase of SCBA Equipment for Fire $194,361.95 4-28-26.docx

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH PROFESSIONAL PAVING SERVICES, LLC, FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF $3,248,988.49, TO BE PAID FROM 2026 LMIG GRANT FUNDS AND 2018 SPLOST – ROAD WORK – LMIG – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission (the "Commission") is committed to providing safe and accessible roadways throughout Macon-Bibb County; and

WHEREAS, the Local Maintenance Improvement Grant (the "LMIG") Program is a State allocated program funded by the State Motor Fuel Tax Collections that provides funding to local governments to be used for improving and maintaining public roads; and

WHEREAS, under the 2026 LMIG program, Macon-Bibb County was awarded $2,697,459.99 from the Georgia Department of Transportation, and is required to spend a 30% local match, with such funds accepted by the Commission on March 18, 2026, in Ordinance O-26-0013; and

WHEREAS, Invitation for Bids ("IFB") No. 26-0041-LH was published on March 23, 2026, soliciting bids for the repair and resurfacing of various sections of the roads, with such selected roads being identified in the attached Exhibit A, incorporated herein for reference purposes; and

WHEREAS, IFB No. 26-041-LH was published on Macon-Bibb County's Procurement Department website and posted to the Georgia Procurement Registry, five hundred fifty-eight (558) vendors were notified of the opportunity for bidding; and

WHEREAS, of the prospective vendors notified, fourteen (14) self-identified as African American- owned entities, six (6) self-identified as Hispanic/Latino-owned entities, and two (2) self-identified at Native American owned entities; and

WHEREAS, on the published due date of April 23, 2026, six (6) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

WHEREAS, after the bid review, Professional Paving Services, LLC, a Georgia limited liability company with its primary place of business in Macon-Bibb County, whose total bid was the lowest responsive and responsible submission, was recommended for award by the user department; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an Independent Contractor Agreement with Professional Paving Services, Inc., in the amount of THREE MILLION, TWO HUNDRED FORTY-EIGHT THOUSAND, NINE HUNDRED EIGHTY-EIGHT DOLLARS AND FORTY-NINE CENTS ($3,248,988.49) for deep patch asphalt resurfacing services to be paid from 2026 LMIG grant funds and the 2018 SPLOST – Road Work – LMIG – Property line item, with such Independent Contractor Agreement in a form to be approved of by the County Attorney.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes

and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, Clerk of Commission

EXHIBIT A

2026 LMIG ROAD LIST

Road Name	From	To	Miles
Grace Road	Industrial Highway	Avondale Mill Rd	0.30
Lokchapee Dr	Forest Hill Rd	Arbor Climb	0.17
	Arbor Climb	Lokchapee Landing	0.06
	Lokchapee Landing	Commanche Dr	0.06
	Commanche Dr	Commanche Pl	0.10
	Commanche Pl	Sioux Dr	0.13
	Sioux Dr	Commanche Dr	0.08
	Huntington Pl	Alexandria Dr	0.24
	Alexandria Dr	Alexandria Dr	0.16
Huntington Pl	Lokchapee Dr	Huntington Ct	0.13
Brandon Way	Lokchapee Dr	Kells Ct	0.18
	Kells Ct	Lichelle Ct	0.05
	Lichelle Ct	cul-de-sac	0.06
Kells Ct	Brandon Way	cul-de-sac	0.06
Lichelle Ct	Brandon Way	cul-de-sac	0.05
Commanche Dr	Lokchapee Dr	Sioux Dr	0.20
	Sioux Dr	Commanche Pl	0.12
	Commanche Pl	Lokchapee Dr	0.14
Sioux Dr	Lokchapee Dr	Commanche Dr	0.15
	Commanche Dr	cul-de-sac	0.15
Commanche Pl	Lokchapee Dr	Commanche Dr	0.14
Arbor Climb	Lokchapee Dr	Lokchapee Ridge	0.10
	Lokchapee Ridge	Arbor Ct	0.04
	Arbor Ct	cul-de-sac	0.11
Lokchapee Ridge	Arbor Climb	cul-de-sac	0.28
Carrick Way	Troon W	Ravenal Ct	0.12
	Ravenal Ct	Troon W	0.38
Troon W	Carrick Way	Carrick Way	0.28
Rutledge Way	Troon W	Troon W	0.34
Ravenal Ct	Carrick Way	cul-de-sac	0.06
Ashford Park	Zebulon Rd	Hanover Place	0.19
	Hanover Place	Clarendon Ct	0.06
	Clarendon Ct	Trillium Terrace	0.16
	Trillium Terrace	Kenilworth Ct	0.11
	Kenilworth Ct	Mandalay Ct	0.04
	Mandalay Ct	Foster Road	0.20
Hanover Place	Ashford Park	cul-de-sac	0.06
Clarendon Ct	Ashford Park	cul-de-sac	0.12
Trillium Terrace	Ashford Park	cul-de-sac	0.11

2026 LMIG ROAD LIST

Kenilworth Ct	Ashford Park	cul-de-sac	0.10
Mandalay Ct	Ashford Park	cul-de-sac	0.08
Taylor Crest Dr	Hartley Bridge Rd	Pine Rock Ct	0.10
	Pine Rock Ct	Becca Ct	0.10
Hudson Way	Becca Ct	Alicia Ct	0.09
	Alicia Ct	Trudie Lane	0.09
	Trudie Lane	Lance Dr	0.18
	Lance Dr	Trula Dawn Ct	0.13
Trula Dawn Ct	Hudson Way	cul-de-sac	0.04
Lance Dr	Hudson Way	Trudie Lane	0.18
Chad Court	Hudson Way	cul-de-sac	0.07
Alicia Ct	Hudson Way	cul-de-sac	0.06
Becca Ct	Taylorcrest Dr	cul-de-sac	0.05
Pine Rock Ct	Taylorcrest Dr	cul-de-sac	0.11
Oney Dr	Taylorcrest Dr	Matt Dr	0.09
Trudie Lane	Hudson Way	Lance Dr	0.11
	Lance Dr	William Way	0.09
Benton Dr	Skipperton Road	Alma Drive	0.14
Alma Dr	Skipperton Road	Alma Drive	0.08
	Alma Dr	Cutler Ct	0.12
	Cutler Ct	Benton Dr	0.45
	Benton Dr	Alma Drive	0.15
Cutler Ct	Alma Dr	cul-de-sac	0.13
Franklinton Road	Riggins Mill Rd	Seville Road	0.08
	Seville Road	Brownston Circle	0.55
	Brownston Circle	Old Franklinton Rd	0.16
	Old Franklinton Rd	Old Franklinton Rd	0.39
	Old Franklinton Rd	Jeffersonville Rd	0.08
Heathwood Dr	Heath Road	Rosewood Court	0.10
	Rosewood Ct	Meadow Wood Dr	0.10
	Meadow Wood Dr	Shadow Wood Ct	0.17
	Shadow Wood Ct	Richwood Ct	0.15
	Richwood Ct	Shadeland Place	0.06
	Shadeland Place	Formosa Walk	0.19
	Formosa Walk	cul-de-sac	0.08
Formosa Walk	Shadeland Place	Heathwood Dr	0.07
Shadeland Place	Heathwood Dr	Formosa Walk	0.18
	Formosa Walk	cul-de-sac	0.08
Richwood Ct	Heathwood Dr	cul-de-sac	0.15
Shadow Wood Ct	Heathwood Dr	North to cul-de-sac	0.05
	Heathwood Dr	South to cul-de-sac	0.12

2026 LMIG ROAD LIST

Meadow Wood Dr	Heathwood Dr	cul-de-sac	0.06
Rosewood Ct	Heathwood Dr	cul-de-sac	0.08
Antioch Road	Antioch Pl	Heard Ave	0.04
	Rutherford Ave	Raines Ave	0.04
	Raines Ave	Crisp St	0.20
	Crisp St	Spikes St	0.02
	Spikes St	Charles St	0.03
	Charles St	Pittman St	0.03
	Pittman St	Colquitt St	0.03
	Colquitt St	Holloway St	0.03
Cleveland St	Blount St	Simmons St S	0.08
	Simmons St S	Bacon St	0.08
	Bacon St	Houston Ave	0.08
Hanson St	Blount St	Simmons St S	0.08
-	Bacon St	Houston Ave	0.05
Audubon Dr	Riverview Rd	Audubon Cir	0.04
	Audubon Cir	Southshore Ct	0.15
	Southshore Ct	N Pine Knoll Dr	0.16
	N Pine Knoll Dr	Tiffin Cir	0.09
	Tiffin Cir	Clairmont Ave	0.07
	Clairmont Ave	Rolling Road	0.09
Southshore Ct	Audubon Dr	start of circle	0.08
	Southshore Ct	part of circle	0.07
	Southshore Ct	part of circle	0.06
Tiffin Cir	Audubon Dr	Tiffin Cir	0.07
	Tiffin Cir	Tiffin Ct	0.25
	Tiffin Ct	Tiffin Cir	0.25
Glenrock Ct	Glenrock Dr	cul-de-sac	0.03
Rolling Rd	Audubon Dr	Clairmont Pl	0.16
	Clairmont Pl	Clairmont Ave	0.20
Clairmont Pl	Rolling Rd	Clairmont Ave	0.09
	Sweet Bay Ct	Laurel Oak Ct	0.05
	Laurel Oak Ct	Red Bank Ct	0.06
	Red Bank Ct	Red Bank Ct	0.01
	Red Bank Ct	Greystone Ct	0.04
	Greystone Ct	Stoney Brook Ct	0.05
River Ridge Dr	Clifton Dr	Hickory Ridge Dr	0.12
	Hickory Ridge Dr	Rolling Road N	0.07
	Rolling Rd N	cul-de-sac	0.05
Rolling Rd N	River Ridge Dr	Clairmont Pl	0.08
Red Oak Dr	I-75 Bridge	Red Oak Ct	0.12

2026 LMIG ROAD LIST

	Red Oak Ct	Clairmont Pl	0.03
	Clairmont Pl	Clairmont Ave	0.08
Red Oak Ct	Red Oak Dr	cul-de-sac	0.05
Clairmont Ave	Red Oak Dr	Clairmont Pl	0.24
	Clairmont Pl	cul-de-sac	0.18
Riverview Rd	Audubon Dr	Audubon Cir	0.10
	Audubon Cir	Southshore Dr	0.07
	Southshore Dr	Avenue of Pines	0.15
	Avenue of Pines	Inwood Dr	0.32
	Inwood Dr	N Pierce Ave	0.24
Southshore Dr	Riverview Rd	Southshore Pl	0.10
	Southshore Pl	Glenrock Dr	0.08
Inwood Dr	Riverview Rd	Sheraton Dr	0.06
	N Pierce Ave	Sheraton Dr	0.16
		TOTAL MILES	16.34
2026 LMIG ROAD LIST			
Road Name	From	To	Miles
Grace Road	Industrial Highway	Avondale Mill Rd	0.30
Lokchapee Dr	Forest Hill Rd	Arbor Climb	0.17
	Arbor Climb	Lokchapee Landing	0.06
	Lokchapee Landing	Commanche Dr	0.06
	Commanche Dr	Commanche Pl	0.10
	Commanche Pl	Sioux Dr	0.13
	Sioux Dr	Commanche Dr	0.08
	Huntington Pl	Alexandria Dr	0.24
	Alexandria Dr	Alexandria Dr	0.16
Huntington Pl	Lokchapee Dr	Huntington Ct	0.13
Brandon Way	Lokchapee Dr	Kells Ct	0.18
	Kells Ct	Lichelle Ct	0.05
	Lichelle Ct	cul-de-sac	0.06
Kells Ct	Brandon Way	cul-de-sac	0.06
Lichelle Ct	Brandon Way	cul-de-sac	0.05
Commanche Dr	Lokchapee Dr	Sioux Dr	0.20
	Sioux Dr	Commanche Pl	0.12
	Commanche Pl	Lokchapee Dr	0.14
Sioux Dr	Lokchapee Dr	Commanche Dr	0.15
	Commanche Dr	cul-de-sac	0.15
Commanche Pl	Lokchapee Dr	Commanche Dr	0.14
Arbor Climb	Lokchapee Dr	Lokchapee Ridge	0.10
	Lokchapee Ridge	Arbor Ct	0.04

2026 LMIG ROAD LIST

	Arbor Ct	cul-de-sac	0.11
Lokchapee Ridge	Arbor Climb	cul-de-sac	0.28
Carrick Way	Troon W	Ravenal Ct	0.12
	Ravenal Ct	Troon W	0.38
Troon W	Carrick Way	Carrick Way	0.28
Rutledge Way	Troon W	Troon W	0.34
Ravenal Ct	Carrick Way	cul-de-sac	0.06
Ashford Park	Zebulon Rd	Hanover Place	0.19
	Hanover Place	Clarendon Ct	0.06
	Clarendon Ct	Trillium Terrace	0.16
	Trillium Terrace	Kenilworth Ct	0.11
	Kenilworth Ct	Mandalay Ct	0.04
	Mandalay Ct	Foster Road	0.20
Hanover Place	Ashford Park	cul-de-sac	0.06
Clarendon Ct	Ashford Park	cul-de-sac	0.12
Trillium Terrace	Ashford Park	cul-de-sac	0.11
Kenilworth Ct	Ashford Park	cul-de-sac	0.10
Mandalay Ct	Ashford Park	cul-de-sac	0.08
Taylor Crest Dr	Hartley Bridge Rd	Pine Rock Ct	0.10
	Pine Rock Ct	Becca Ct	0.10
Hudson Way	Becca Ct	Alicia Ct	0.09
	Alicia Ct	Trudie Lane	0.09
	Trudie Lane	Lance Dr	0.18
	Lance Dr	Trula Dawn Ct	0.13
Trula Dawn Ct	Hudson Way	cul-de-sac	0.04
Lance Dr	Hudson Way	Trudie Lane	0.18
Chad Court	Hudson Way	cul-de-sac	0.07
Alicia Ct	Hudson Way	cul-de-sac	0.06
Becca Ct	Taylorcrest Dr	cul-de-sac	0.05
Pine Rock Ct	Taylorcrest Dr	cul-de-sac	0.11
Oney Dr	Taylorcrest Dr	Matt Dr	0.09
Trudie Lane	Hudson Way	Lance Dr	0.11
	Lance Dr	William Way	0.09
Benton Dr	Skipperton Road	Alma Drive	0.14
Alma Dr	Skipperton Road	Alma Drive	0.08
	Alma Dr	Cutler Ct	0.12
	Cutler Ct	Benton Dr	0.45
	Benton Dr	Alma Drive	0.15
Cutler Ct	Alma Dr	cul-de-sac	0.13
Franklinton Road	Riggins Mill Rd	Seville Road	0.08
	Seville Road	Brownston Circle	0.55

2026 LMIG ROAD LIST

	Brownston Circle	Old Franklinton Rd	0.16
	Old Franklinton Rd	Old Franklinton Rd	0.39
	Old Franklinton Rd	Jeffersonville Rd	0.08
Heathwood Dr	Heath Road	Rosewood Court	0.10
	Rosewood Ct	Meadow Wood Dr	0.10
	Meadow Wood Dr	Shadow Wood Ct	0.17
	Shadow Wood Ct	Richwood Ct	0.15
	Richwood Ct	Shadeland Place	0.06
	Shadeland Place	Formosa Walk	0.19
	Formosa Walk	cul-de-sac	0.08
Formosa Walk	Shadeland Place	Heathwood Dr	0.07
Shadeland Place	Heathwood Dr	Formosa Walk	0.18
	Formosa Walk	cul-de-sac	0.08
Richwood Ct	Heathwood Dr	cul-de-sac	0.15
Shadow Wood Ct	Heathwood Dr	North to cul-de-sac	0.05
	Heathwood Dr	South to cul-de-sac	0.12
Meadow Wood Dr	Heathwood Dr	cul-de-sac	0.06
Rosewood Ct	Heathwood Dr	cul-de-sac	0.08
Antioch Road	Antioch Pl	Heard Ave	0.04
	Rutherford Ave	Raines Ave	0.04
	Raines Ave	Crisp St	0.20
	Crisp St	Spikes St	0.02
	Spikes St	Charles St	0.03
	Charles St	Pittman St	0.03
	Pittman St	Colquitt St	0.03
	Colquitt St	Holloway St	0.03
Cleveland St	Blount St	Simmons St S	0.08
	Simmons St S	Bacon St	0.08
	Bacon St	Houston Ave	0.08
Hanson St	Blount St	Simmons St S	0.08
	Bacon St	Houston Ave	0.05
Audubon Dr	Riverview Rd	Audubon Cir	0.04
	Audubon Cir	Southshore Ct	0.15
	Southshore Ct	N Pine Knoll Dr	0.16
	N Pine Knoll Dr	Tiffin Cir	0.09
	Tiffin Cir	Clairmont Ave	0.07
	Clairmont Ave	Rolling Road	0.09
Southshore Ct	Audubon Dr	start of circle	0.08
	Southshore Ct	part of circle	0.07
	Southshore Ct	part of circle	0.06
Tiffin Cir	Audubon Dr	Tiffin Cir	0.07

2026 LMIG ROAD LIST

	Tiffin Cir	Tiffin Ct	0.25
	Tiffin Ct	Tiffin Cir	0.25
Glenrock Ct	Glenrock Dr	cul-de-sac	0.03
Rolling Rd	Audubon Dr	Clairmont Pl	0.16
	Clairmont Pl	Clairmont Ave	0.20
Clairmont Pl	Rolling Rd	Clairmont Ave	0.09
	Sweet Bay Ct	Laurel Oak Ct	0.05
	Laurel Oak Ct	Red Bank Ct	0.06
	Red Bank Ct	Red Bank Ct	0.01
	Red Bank Ct	Greystone Ct	0.04
	Greystone Ct	Stoney Brook Ct	0.05
River Ridge Dr	Clifton Dr	Hickory Ridge Dr	0.12
	Hickory Ridge Dr	Rolling Road N	0.07
	Rolling Rd N	cul-de-sac	0.05
Rolling Rd N	River Ridge Dr	Clairmont Pl	0.08
Red Oak Dr	I-75 Bridge	Red Oak Ct	0.12
	Red Oak Ct	Clairmont Pl	0.03
	Clairmont Pl	Clairmont Ave	0.08
Red Oak Ct	Red Oak Dr	cul-de-sac	0.05
Clairmont Ave	Red Oak Dr	Clairmont Pl	0.24
	Clairmont Pl	cul-de-sac	0.18
Riverview Rd	Audubon Dr	Audubon Cir	0.10
	Audubon Cir	Southshore Dr	0.07
	Southshore Dr	Avenue of Pines	0.15
	Avenue of Pines	Inwood Dr	0.32
	Inwood Dr	N Pierce Ave	0.24
Southshore Dr	Riverview Rd	Southshore Pl	0.10
	Southshore Pl	Glenrock Dr	0.08
Inwood Dr	Riverview Rd	Sheraton Dr	0.06
	N Pierce Ave	Sheraton Dr	0.16
		TOTAL MILES	16.34

LEGISLATIVE SPONSORS

☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE THE ISSUANCE OF PURCHASE ORDERS IN EXCESS OF $25,000.00 TO PAUL G. GUEST FOR THE PERFORMANCE OF OPERATIONS SERVICES FOR THE DISTRICT ATTORNEY'S OFFICE FOR FY 26, TO BE PAID FROM THE DISTRICT ATTORNEY'S BUDGET – CONTRACT LABOR – CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon Judicial Circuit District Attorney's Office has contracted with Paul G. Guest for the performance of court operations and I.T. services for FY26; and

WHEREAS, the payment for those services is now expected to exceed $25,000.00; and

WHEREAS, accordingly, pursuant to Section 19-10(b) of the Macon-Bibb County Code of Ordinances, Commission approval is required to authorize further payments to Mr. Guest; and

WHEREAS, the Macon-Bibb County Commission desires to approve the issuance of purchase orders to Mr. Guest in excess of $25,000.00 for FY26 to be paid from the District Attorney's budget, so long as budgeted funds remain available; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Macon-Bibb County Commission hereby approves the issuance of purchase orders to Paul Guest in excess of $25,000.00 for the performance of court operations services for this District Attorney's Office for FY 26 to be paid from the District Attorney's Office Budget – Contract Labor – Contractual Services line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be

considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

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LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SAFEbuilt GEORGIA, LLC FOR BUILDING DEPARTMENT ADMINISTRATIVE SERVICES, TO BE PAID ON A PERCENT-OF-FEES BASIS FROM THE FIRE DEPARTMENT BUDGET, FIRE SUPPRESSION – CONTRACT LABOR – CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Government recognizes the need to ensure the highest levels of safety and service in the execution of building inspections to ensure all citizens are safe in their homes, workplaces, and while patronizing businesses in Macon-Bibb County; and

WHEREAS, Request for Proposals ("RFP") No. 26-025-LH was published on December 9, 2025, soliciting proposals for building department administration services; and

WHEREAS, RFP No. 26-036-LH was published on Macon-Bibb County's Procurement Department website and posted to the Georgia Procurement Registry, where four thousand two hundred and twenty-three (4,223) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, four hundred and twenty-nine (429) self-identified as African-American-owned entities, sixty-one (61) self-identified as Asian-American-owned entities, thirty-three (33) self-identified as Native American owned entities, fifteen (15) self-identified as Hispanic/Latino-owned entities, six (6) self-identified as Pacific-Islander-owned entities, and forty (40) vendors elected not to self-identify; and

WHEREAS, on the published due date of January 8, 2026, one (1) response was received in Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

WHEREAS, after review of the submitted proposal, SAFEbuilt Georgia, LLC was recommended for award, based on their qualifications, project approach, and past successes with this assignment; and

WHEREAS, Procurement concurs with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute a Professional Services Agreement with SAFEbuilt Georgia, LLC, for building department administration services, to be paid on a percent-of-fees basis, with such agreement to be in a substantially similar form to the attached Exhibit A, incorporated herein by reference, and with associated costs to be paid from the Fire Department budget – Fire Suppression - Contract Labor – Contractual Services line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission

that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
Lester M. Miller, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, Clerk of Commission

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EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND SAFEbuilt GEORGIA, LLC

This Professional Services Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and SAFEbuilt Georgia, LLC, a whole subsidiary of SAFEbuilt, LLC, ("Consultant"), a Domestic Limited Liability Company, with a principal address of 444 North Cleveland Avenue, Loveland, Colorado, 80537, collectively the "Parties."

Recitals

Whereas, County is seeking a consultant to perform the services listed in Exhibit A – Building Department Administration Service Provider (RFP # 20-025-LH) and Exhibit B – Consultant's Solicitation Response ("Services"), attached hereto and incorporated herein by reference; and

Whereas, Consultant is ready, willing, and able to perform services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Consultant agree as follows:

1. Scope of Services

Consultant shall commence, diligently pursue, and complete the professional services as set forth in this Agreement and as set forth in Exhibit A and Exhibit B, collectively, "Services." Consultant will perform Services in accordance with all state, local, and federal laws. The qualified professionals employed by Consultant will maintain current certifications, certificates, and licenses as required for Services provided to the County. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall provide the Services using Consultant's own hardware and standard software package, and shall provide all computers, furnishings, equipment, and office supplies as are needed to provide the Services. Consultant agrees that it shall comply with all County policies, as amended from time to time, regarding the use of information technology systems, networks, devices, or equipment with respect to anything that will or may be used to connect to or interface with the County's computer network or technology assets.

2. Changes to Scope of Services

Any changes to Services between County and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter service levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a Written Agreement or Amendment executed by both Parties.

3. Fee Structure

In consideration of Consultant providing Services, County shall pay Consultant for Services performed in accordance with the Price Proposal included at Page 53 of Exhibit B.

4. Invoice and Payment Schedule

Consultant shall remit daily all to the County's Finance Department all fees collected. Consultant will invoice County as SAFEbuilt, LLC on a monthly basis and include a monthly report of all activities and fees collected which shall be provided to County's Finance Department. All payments are due to Consultant within thirty (30) days of Consultant's invoice date. If payment is not received within thirty (30) days of invoice date, Services may be suspended until all invoices are paid in full. County may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested, County will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within thirty (30) days of Consultant's invoice date, if additional information is requested, County will submit payment within thirty (30) days of resolution of the dispute. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by the County Commission. County is tax exempt and cannot agree to pay State or Federal taxes.

5. Audit Clause

Consultant will cooperate with the County or its authorized agent to provide financial reports for all revenue generated under this Agreement, including but not limited to, granting County or its authorized agent access to audit and inspect financial records pertaining to services provided under this Agreement.

6. Term

This Agreement shall be effective on the date it is fully executed by both the Parties and shall terminate without further obligation on the part of County on June 30th of each year, and shall renew automatically on July 1st of each year, unless prior notification is delivered to either Party sixty (60) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will remain in full force and effect until June 30th, 2030, or until such time as either Party notifies the other of their desire to terminate this Agreement as provided for herein.

7. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon ninety (90) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

Structures that have been permitted with fees collected but have not yet expired at the time of the termination may be completed through final inspection by Consultant if approved by County. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, County may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

8. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall terminate automatically by operation of law.

9. County Obligations

County shall timely provide all data information, plans, specifications, and other documentation reasonably required by Consultant to perform Services. County grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service. County shall provide office space, furniture, phone systems and any other space and equipment necessary for the day to day operations of Consultant to perform Services. Consultant shall provide at its own expense all transportation, computer systems, software, and any other network equipment not provided by County necessary to perform Services.

10. Performance Standards

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to County that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement. Consultant further represents that all employees will be screened for fitness, to include criminal background investigations.

11. Independent Contractor

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. As Consultant is an independent contractor, County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The compensation set forth in this Agreement shall be the sole payment for services rendered. Consultant shall provide county with a W-9 form for each contract term for which services are performed.

Consultant and County agree that Consultant will be free to contract for similar service to be performed for other employers while under Contract with County. Consultant is not an agent or employee of County and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits County provides for its employees. Aside from following County's normal operating business hours and holiday schedule, Consultant shall determine all other conditions of employment including hours, wages, working conditions, discipline, hiring, and discharge or any other condition of employment. Consultant employees are not subject to the direction and control of County. Any provision in this Agreement that may appear to give County the right to direct Consultant as to the details of doing the work or to exercise a measure of control over the work means that Consultant will follow the direction of the County as to end results of the work only.

Consultant shall be responsible, at its own cost, for all recruiting, hiring, training, educating, and orienting of all its own personnel, all of whom shall be fully qualified and shall be authorized under applicable law to perform the services. When possible, Consultant may consider County employees who are currently filling positions that will be vacated upon execution of this Agreement; however, Consultant is under no obligation to hire County employees and no County employee shall be compelled to work for Consultant. Consultant shall not have any authority to discipline any County employee and all personnel issues involving any County employee shall be directed to the County Human Resources Department.

Consultant will perform all services in compliance with all applicable local, state, and Federal laws. Consultant will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Consultant in performing services and complying with this Agreement. Consultant will not make any representations, warranties, or commitments binding the County without the County's written consent.

12. Assignment

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries, or sister companies ("Affiliates") with notice and written approval of County. Consultant may only subcontract any services to a third party upon advance notice and written approval of County. Consultant remains responsible for any of Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met. Should Consultant subcontract or assign any services, Consultant shall remain responsible for the performance of the subcontractors or Affiliates, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors or Affiliates.

Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any Affiliates' or subcontractor's agreement, in no circumstances shall County's responsibilities as to any Affiliate or subcontractor be greater than County's responsibilities as to Contractor under this Agreement.

13. Conflicts of Interest

Consultant, Affiliates, and subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Consultant shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

14. Indemnification

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including

reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultant's compliance with County law, ordinances, rules, regulations, resolution, executive orders or other instructions received from County.

To the fullest extent permitted by law and without waiver of sovereign immunity, County shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents from and against all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by County or any officer, employee, representative, or agent of County or (b) Consultant's compliance with County law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from County. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

15. Limits of Liability

Except only as may be expressly set forth herein, Consultant expressly disclaims any and all warranties of any kind, whether express or implied, including without limitation any warranties of merchantability, fitness for a particular purpose, error-free operation, performance, accuracy, or infringement. In no event shall Consultant or County be liable to one another for indirect, incidental, consequential, reliance, exemplary, or special damages including without limitation, damages for lost profits, lost revenues, lost data, or other information, or loss business opportunity, regardless of the form of action, whether in contract, indemnity, negligence, warranty, strict liability, or tort, even if advised of the possibility of such damages and notwithstanding the failure of essential purpose of any remedy other than with respect to payment of obligations for services.

16. Insurance

A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
B. Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.
C. Comprehensive General Liability ("CGL") with minimum combined single limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Consultants, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and consultants as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.
D. Professional liability insurance with minimum limits of one million dollars ($1,000,000) each claim and two million dollars ($2,000,000) general aggregate.
E. Consultant agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than $1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base

policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.

F. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

G. All deductibles shall be paid by Consultant. All liability policies obtained by Consultant in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Consultant. Consultant shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Consultant shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Consultant. Consultant shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

H. The County shall be under no obligation to ensure that Consultant, Affiliate, or subcontractor complies with the insurance requirements of this Agreement, and Consultant assumes all liability arising from its, its Affiliate's, or subcontractor's failure to acquire and/or maintain adequate insurance to cover its operations and business. Consultant further agrees to indemnify and hold harmless the County for any claims arising from Consultant's, its Affiliate's, or subcontractor's failure to acquire and/or maintain adequate insurance.

17. Ownership of Documents

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered "work for hire" and shall become the exclusive property of County when Consultant has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of County's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, County Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data, and other materials maintained or stored in Consultant's secure proprietary software pertaining to

County will be exported into a CSV file and become property of County. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

18. Confidential Information and Open Records
County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

19. Publicity
Consultant shall not release without prior written approval from County, any publicity regarding Services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Consultant, identifying County as receiving goods or services under this Agreement.

20. Consultant Access to Records
Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, County will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Records management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

21. Data Security
Consultant shall cooperate fully with County in sharing information and providing data reports and financial statements. Consultant will ensure that its software and internal controls offer the highest level of security protection and data insurance as required to protect data obtained on behalf of County. Consultant will provide County access to all County-related data and information stored in Consultant's database. Consultant shall coordinate with County's Information Technology Department (IT) for the purposes of transferring data, extracting data, and importing data into New World or other software system in use by County. Consultant shall fully cooperate with IT to allow full access to County data and to maintain security measures.

22. Confidentiality
Consultant shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

23. Consultant personnel
Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous, and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform County of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to County when assigned employee(s) is/are unavailable.

In the event that County, in its sole discretion, reasonably finds any personnel of Consultant to be unsuitable for the performance of his or her assigned duties or otherwise harmful to the County, or its goals or objectives, then County may request the removal of such person. If such request is made, Consultant shall use reasonable efforts to replace such person in the handling of work on behalf of the County.

24. Discrimination and ADA Compliance
Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

25. Drug Free Workplace
Consultant, employees, Affiliates, and subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

26. Prohibition Against Employing Illegal Aliens
Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

27. Solicitation/Hiring of Consultant's Employees
During the term of this Agreement, County shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to County pursuant to this Agreement ("Service Providers"), or who interacted with County in connection with the provision of such services (including by not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant.) Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market; however, this provision may be waived in writing by consent of both Parties. Nothing in this Paragraph shall be construed as prohibiting any employee of Consultant from applying for any job posting published by the County, so long as the County does not hire such employee during the term of this Agreement. If any provision of this section is found by a court to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court shall modify such provision to the minimum extent necessary to render this section enforceable.

28. Notices
All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with

sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:	**For Independent Contractor:**
Macon-Bibb County, Georgia	SAFEbuilt, LLC
Attn: Mayor	Attn: Joe DeRosa, CRO
700 Poplar Street	3755 Precision Drive, Suite 140
Macon, GA 31202-0247	Loveland, CO 80538

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

29. Force Majeure
Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

30. Dispute Resolution and Jury Trial
In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may first try in good faith to settle the dispute by non-binding mediation before resorting to litigation, provided, however, that mediation shall not be a condition precedent for filing a lawsuit. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County Superior Court or the Federal District Court in the Middle District of Georgia (Macon Division.) County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

31. Attorney's Fees
In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all of its own costs and attorney's fees.

32. Authority to Execute
The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

33. Counterparts
This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

34. Electronic Representations and Records
Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

35. Waiver
Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

36. Severability
In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

37. Survival
Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

38. Exhibits
All exhibits attached to this Agreement are incorporated by reference and made a part of this Agreement.

39. Entire Agreement
The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

Macon-Bibb County:

By: _____ _____
Lester M. Miller, Mayor Date

Attested: _____ _____
Janice S. Ross, Clerk of Commission Date

SAFEbuilt, LLC:

By: _____ _____
Date

Title: _____

Attested: _____ _____

_____(Title)

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- Be a resource for Consultant team members, County staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Attend staff and council meetings as requested
- Responsible for reporting for County – frequency and content to be mutually agreed upon
- Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, & Mechanical Inspection Services

- Consultant utilizes an educational, informative approach to improve the customer's experience
- Perform code compliance inspections to determine that construction complies with approved plans
- Meet or exceed agreed upon performance metrics regarding inspections
- Provide onsite inspection consultations to citizens and contractors while performing inspections
- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

Plan Review Services

- Provide plan review services electronically or in the traditional paper format
- Review plans for compliance with adopted building codes, local building amendments or building ordinances
- Be available for pre-submittal meetings by appointment
- Coordinate plan review tracking, reporting, and interaction with applicable departments
- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete

Permit Technician Services

- Provide qualified individuals to perform the functions of this position
- Facilitate the permitting process from initial permit intake to final issuance of permit
- Review submittal documents and request missing information to ensure packets are complete
- Provide front counter customer service as necessary
- Answer questions concerning the building process and requirements at the counter or over the phone
- Form and maintain positive relationships with County staff and maintain a professional image
- Determine permit fees, if requested
- Work with County Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- Provide inspection scheduling and tracking to ensure code compliance
- Act as an office resource to inspectors in the field
- Process applications for County Boards and Commissions – if requested
- Provide input, tracking and reporting to help increase efficiencies

Fire Code Plan Review Services

- Provide fire suppression, sprinkler, alarm system, fire access and hazmat storage plan review
- Accept and perform plan review electronically, as well as in traditional paper format
- Review plans for compliance adopted fire codes, applicable local fire amendments and fire ordinances
- Coordinate plan review with applicable departments including local fire districts/authorities
- Perform review using qualified professionals and customized checklists
- Meet or exceed agreed upon plan review turnaround
- Address substantial issues by comment and corrections in writing to the design professional(s)
- Return a set of finalized plans and all supporting documentation
- Review all revisions and be available for consultation after review is completed

Fire Code Inspection Services

- Provide fire suppression, sprinkler, alarm system, fire access and hazmat storage inspections
- Perform code compliant inspections to determine that construction complies with approved plans
- Provide annual fire inspections and general construction site fire inspections
- Perform inspections using qualified certified professionals
- Provide onsite inspection consultations
- Leave a copy of the inspection ticket and discuss inspection results with site personnel

2. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS
   - Provide Community Core in accordance with the terms and conditions of Exhibit C.

3. COUNTY OBLIGATIONS
   - County will provide Consultant with a list of requested inspections and supporting documents
   - County will provide zoning administration for projects assigned to Consultant
   - County will provide codes books for front counter use
   - County will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax
   - County will adopt the Permit Fee Schedule – January 1, 2024 for building department services agreed upon by both Parties, in accordance with Exhibit D – Permit Fee Schedule, attached hereto and incorporated herein by reference.

4. TIME OF PERFORMANCE
   - Consultant will perform Services during normal business hours excluding County holidays
   - Services will be performed on an as-requested basis during mutually agreed upon hours
   - Building Official or designated representative will be available at the County offices during mutually agreed upon hours
   - Permit Technician will be on-site during mutually agreed upon hours
   - Inspectors will be dispatched on an as-requested basis
   - Consultant representative(s) will be on-site weekly based on activity levels
   - Consultant representative(s) will be available by phone and email
   - Consultant representative(s) will meet with the public by appointment

Deliverables	
INSPECTION SERVICES	Inspections requested before 4:00 p.m. completed the following business day
TWO HOUR INSPECTION WINDOW	Permit holder may request a phone call the morning of the inspection with a two (2) hour ETA inspection time
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment

PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	Project Type: – Single-family within – Multi-family within – Small commercial within (under $2M in valuation) – Large commercial within	First Comments 5 business days 10 business days 10 business days 20 business days	Second Comments 5 business days or less 5 business days or less 5 business days or less 10 business days or less

(Balance of page left intentionally blank)

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE
   - County and Consultant will review Exhibit D - County Permit Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.

   - Upon completion of the initial term and annually thereafter, the rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the County or, if not reported for the County the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. In the event that the increase in the CPI for the relevant period exceeds 4%, the exceedance shall carry over to the next and subsequent calendar years and, subject to the 4% annual cap, rates shall be increased by the amount of the exceedance and any increase during the preceding period. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

   - Consultant fees for Services provided pursuant to this Agreement will be as follows:

SERVICE FEE SCHEDULE:	STANDARD RATE
Building Department Services: *Includes:* – Building Official – Plan Review (excludes structural engineering) – Inspections – Permit Technician – Fire Plan Review & Inspections	For project whose permit fee is less than One Million Dollars ($1,000,000.00), Consultant shall retain 65% of the County Permit Fee* For project whose permit fee is equal to or greater than One Million Dollars ($1,000,000.00), Consultant shall retain 60% of the County Permit Fee*
After Hours/Emergency Inspection Services	$104.00 per hour – two (2) hour minimum
Structural Engineering Review	$156.00 per hour – one (1) hour minimum

*In accordance with the Exhibit D

(Balance of page left intentionally blank)

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A FAA AIRPORT INFRASTRUCTURE GRANT, IN THE AMOUNT OF UP TO $2,618,518.00, FOR THE PURPOSE OF FUNDING A PORTION OF THE RUNWAY 5-23 EXTENSION PROJECT, WITH A LOCAL MATCH OF UP TO $137,816.74 TO BE PAID FROM PREVIOUSLY APPROPRIATED FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the U.S. Department of Transportation Federal Aviation Administration ("FAA") has awarded Macon-Bibb County an Airport Infrastructure Grant, in the amount of up to $2,618,518.00, with a local match of up to $137,816.74 to be paid from funds appropriated by Ordinance O-25-0045; and

WHEREAS, Macon-Bibb County will utilize the funds for the purpose of funding Phase II of the Runway 5-23 extension project;

WHEREAS, a copy of the grant agreement is attached hereto and incorporated herein as Exhibit A for review and reference purposes; and

WHEREAS, the Macon-Bibb County Commission desires to accept the grant funds for the aforementioned purpose; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission authorizes the acceptance of Airport Improvement Grant funding, in the amount of up to $2,618,518.00, for the purpose of funding a portion of the Runway 5-23 extension project, with a

local match in the amount up to $137,816.74 to be paid from funds appropriated by Ordinance O-25-0045.

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

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Accepting FAA Airport Infrastructure Grant (AIG 39) for Runway 5-23 - $2,618,518.00 - 4-15-2026.docx

EXHIBIT A

U.S. Department of Transportation Federal Aviation Administration

Airports Division Southern Region Georgia

Atlanta Airports District Office:
1701 Columbia Ave., Suite 220
College Park, GA 30337

Dr. Keith Moffett
Macon-Bibb County Manager
700 Poplar Street
Macon, GA 31202

Dear Dr. Keith Moffett:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-13-0079-039-2026 at Middle Georgia Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than May 08, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant

execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Gaethan Amedee, (404) 305-6746, Gaethan.Amedee@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Parks Preston
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area: Middle Georgia Regional Airport

Airport Grant Number: 3-13-0079-039-2026

Unique Entity Identifier: TVNBHEU6LLY9

TO: Macon-Bibb County
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated November 19, 2025, for a grant of federal funds for a project at or associated with the Middle Georgia Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Middle Georgia Regional Airport (herein called the "Project") consisting of the following:

Extend Runway 5/23 (7,100 feet) – Pavement & Lighting – Construction - Phase 6

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$2,618,518.**

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

   $2,618,518 for airport development.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor **on or before May 08, 2026,** or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the 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 and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC 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 http://harvester.census.gov/facweb/. Upon request of the 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.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions 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.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 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 sponsor is 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.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

i. The 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.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. *Provisions applicable to any sponsor or subrecipient.*

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated February 11, 2016, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. **Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Pavement Maintenance Management Program. The sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 USC § 47105(e). The sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

i. Location of all runways, taxiways, and aprons;

ii. Dimensions;

iii. Type of pavement; and,

iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

2. Inspection Schedule.

i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

i. Inspection date;

ii. Location;

iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

33. Project Containing Paving Work in Excess of $500,000. The sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The program must include as a minimum:

i The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

ii Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

iii Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

iv Qualifications of engineering supervision and construction inspection personnel;

v A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

vi Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

a) Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

b) Failure to provide a complete report as described above, or failure to perform such tests will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

c) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

34. Usable Unit of Development. The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein.

In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

35. **Construction Safety Phasing Plan**. In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoingooffer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

Macon-Bibb County
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Georgia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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, USC, 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

It 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 USC subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]

l. 49 USC § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 USC § 794.

n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 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 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 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 Construction[1]

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 USC § 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 USC § 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 USC §§ 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 USC § 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 ensure 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 USC § 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 USC § 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 USC § 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 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 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 (**Macon-Bibb County**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 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 USC § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 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 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 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 USC, 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 (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of November 19, 2025.

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 (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor understands and agrees that it will not submit reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26 including any amendments thereto), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).

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 USC § 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 USC § 46301(a)(8).

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE COUNTY TO APPLY FOR A 2026 GEORGIA REHOUSED GRANT WITH THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS FOR THE PURPOSE OF REDUCING UNSHELTERED HOMELESSNESS IN MACON-BIBB COUNTY; AUTHORIZING THE MAYOR TO EXECUTE A COLLABORATIVE MEMORANDUM OF UNDERSTANDING WITH PARTNER ORGANIZATIONS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County has submitted a pre-application the Georgia Department of Community Affairs ("DCA") for the 2026 Georgia Rehoused grant cycle; and

WHEREAS, DCA has reviewed the County's pre-application and issued a finding letter determining that the proposed projects are eligible for consideration for 2026 grant funds, with a copy of the finding letter and the proposed grant projects attached hereto at Exhibit A and incorporated herein by reference; and

WHEREAS, the grant application contemplates a three-pronged approach, including targeted street outreach and services; the construction of a new housing unit at the Brookdale Resource Center for mothers with infants or young children; and the development of affordable rental housing on public land (collectively, the "Projects"); and

WHEREAS, in order to successfully complete the Projects, Macon-Bibb County must partner with other organizations to carry out significant efforts, including the Macon-Bibb County Land Bank Authority; Root Analytics, LLC; MBCAHF, Inc.; United Way of Central Georgia, Inc.; and UWCGHI, Inc. (collectively, "Partner Organizations"); and

WHEREAS, DCA has recommended that a formal agreement be prepared, outlining the roles and responsibilities of Macon-Bibb County and each Partner Organization, and a draft of such agreement is attached hereto as Exhibit B, and incorporated herein by reference; and

WHEREAS, the Georgia Rehoused grant requires a 100% local match, part of which can be paid in-kind, to be determined in the event that funds are awarded; 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 County is authorized to apply for a 2026 Georgia Rehoused grant for the Projects outlined in Exhibit A hereto.

BE IT FURTHER RESOLVED that, in the event that the County is awarded a 2026 Georgia Rehoused grant, and the Commission subsequently authorizes accepting the grant, then the Commission hereby authorizes the Mayor to execute a Collaborative Memorandum of Understanding in a form substantially similar to the document attached hereto at Exhibit B.

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

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2026 Miller Authorizing Application for 2026 Georgia Rehoused Grant and MOU with Partners if Awarded 5-1-26.docx

EXHIBIT A

Brian P. Kemp
Governor

Christopher Nunn
Commissioner

GEORGIA DEPARTMENT *of* COMMUNITY AFFAIRS

Macon-Bibb County
Attn: Alex Morrison, Director of Planning and Public Spaces
700 Poplar Street
Macon, GA 31201

Georgia Rehoused Pre-Application Recommendation

Dear Mr. Morrison:

After reviewing the Georgia Rehoused Pre-application submitted on behalf of Macon-Bibb County, the State Housing Trust Fund has determined that your organization meets the basic eligibility requirements of the Georgia Rehoused program and the HOME-ARP Program and is eligible to apply in the current funding cycle. We recommend that your organization address the considerations outlined in the attached materials to strengthen your application prior to submission.

We appreciate your interest in advancing housing solutions and the effort invested in your application. We look forward to the opportunity to review a future submission.

Sincerely,
Ashlei Seals
Director
State Housing Trust Fund

Ilona Nagy
Manager
HOME-ARP Program

Georgia Rehoused Pre-application Review

Macon-Bibb County

Georgia Rehoused Pre-Application Review:

1. **Collaborative Partnership**

   There is a collaborative partnership with multiple relevant local entities, including County leadership and staff, United Way, Land Bank Authority, Affordable Housing Fund, and Root Analytics. An MOU of the finalized partnership was not included, and if the applicant submits a competitive application, a formal agreement outlining roles and responsibilities of all involved parties would need to be included.

   The State Housing Trust Fund for the Homeless staff recommend a formal partnership stating the local government's participation in the collaborative partnership and clearly outlining partnerships when submitting a competitive application for consideration through Georgia Rehoused.

2. **Project proposal and strategy to reduce unsheltered homelessness**

   Strategy to reduce unsheltered homelessness:
   The application outlined three separate but connected projects as part of their strategy to reduce unsheltered homelessness in Macon-Bibb County:
   1. Targeted street outreach and services with Root Analytics
   2. Expansion of Brookdale Resource Center to include a wing designed for housing mothers with babies/young children
   3. Development of affordable rental housing units on city-owned land

The project includes a thoughtful approach to reducing unsheltered homelessness, through considering partners and supportive services/interventions across the full cycle of homelessness to housing, from outreach and services to shelter and then rental housing. With this "three-pronged approach," the project aims to rehouse up to 250 individuals experiencing homelessness.

Community engagement:
The project demonstrates clear collaboration from multiple organizations and has a plan to engage persons with lived experience and other local residents in design and implementation of services.

Budget considerations:

The project requests $8,058,380 total; broken out across the three projects, the applicant requested:

1. $948,200 for Root Analytics street outreach and services
2. $5,986,380 for the Brookdale Resource Center Expansion
3. $1,123,800 for the development of affordable rental housing units

Georgia Rehoused Pre-application Review

A detailed pro-forma was provided for rental housing development, but details were not provided for the other two projects, so it is unclear how much of the investment is requested from Georgia Rehoused and what other sources have been confirmed for the projects.

The State Housing Trust Fund for the Homeless recommends the applicant submit separate competitive applications for each specific activity for which funding is requested, as each activity may be eligible for different funding sources in the program. As such, the State Housing Trust Fund for the Homeless recommends outlining a separate detailed budget for each application.

3. HMIS Participation

Documentation of current HMIS Status was provided for Brookdale Resource Center. However, it is not clear whether Brookdale Resource Center will submit data for the other projects outlined in the proposal.

Recommendation: The State Housing Trust for the Homeless recommends that the project applies for the current open round of funding and submit separate applications for each project; the applicant may determine which notices of funding are most relevant for their projects, and the Trust Fund recommends the applicant consider the Georgia Rehoused Acute Homeless Response Grant for Supportive Service, the Georgia Rehoused Acute Homeless Response Grant for Capital Costs, and the Georgia Rehoused Home ARP-Small Scale Housing Notice of Funding. If the applicant intends to apply for HOME ARP Small Scale Rental Housing, staff intend to conduct a site visit in advance of the competitive application deadline. The State Housing Trust for the Homeless Team will reach out to the Macon-Bibb County Applicant for a Site Visit if the applicant intends to apply during this competitive application cycle in advance of the application deadline. May 4, 2026 is being considered as a potential date for this visit.

EXHIBIT B

Collaboration Memorandum of Understanding

Parties:

1. Macon-Bibb County, a political subdivision of the State of Georgia ("County");
2. Macon-Bibb County Land Bank Authority, a public body corporate and politic established under the laws of the State of Georgia ("Land Bank");
3. Root Analytics, LLC, a Georgia Limited Liability Company ("Root Analytics");
4. MBCAHF, Inc., a Georgia Nonprofit Corporation ("AHF");
5. United Way of Central Georgia, Inc., a Georgia Nonprofit Corporation ("United Way"); and
6. UWCGHI, Inc., a Georgia Nonprofit Corporation ("UWCGHI").

This Collaboration Memorandum of Understanding ("MOU") is hereby made between County, Land Bank, Root Analytics, AHF, United Way, and UWCGHI (collectively, the "Parties") for the purpose of stating their commitment to perform each Party's respective roles and responsibilities with regard to the Georgia Rehoused grant application being submitted by County in May 2026 ("Grant"), and the three-tiered project described therein for the purpose of reducing unsheltered homelessness in Macon-Bibb County (the "Project").

If the Grant is awarded, then the Parties agree that their respective roles and responsibilities shall be as follows:

1. County will apply for the Grant, and, if awarded, will accept and manage the Grant funds allocated for the Project and each component thereof.
2. Land Bank Authority will acquire, abate unpaid property taxes owed on, and convey such real estate as is needed to carry out the intents and purposes of the Project.
3. Root Analytics will perform street outreach and services, including connecting people experiencing homelessness with available resources.
4. AHF will receive and manage those funds related to the construction or development of housing space and will pay service providers for such work.
5. United Way and UWCGHI will collaborate to complete the Brookdale Resource Center expansion contemplated in the Grant application.
6. All duties not specifically enumerated in this MOU will be jointly and severally the responsibility of Land Bank, Root Analytics, AHF, United Way, and UWCGHI, and those parties shall work collaboratively to ensure that the Project is fully successful.

WHEREFORE, the Parties, having read and understood the terms of this MOU, do hereby agree to such terms by execution of their signatures, beginning on the following page.

On Behalf of Macon-Bibb County:

By: _____ _____

Lester M. Miller, Mayor Date

Attest: _____ _____

Janice S. Ross, Clerk of Commission Date

On Behalf of Macon-Bibb County Land Bank Authority:

By: _____ _____

Date

Attest: _____ _____

Date

On Behalf of Root Analytics, LLC:

By: _____ _____

Date

Attest: _____ _____

Date

On Behalf of MBCAHF, Inc.:

By: _____ _____

Date

Attest: _____ _____

Date

On Behalf of United Way of Central Georgia, Inc.:

By: _____ _____

Date

Attest: _____ _____

Date

On Behalf of UWCGHI, Inc.:

By: _____ _____

Date

Attest: _____ _____

Date

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH MACON AREA HABITAT FOR HUMANITY, INC., FOR THE CONSTRUCTION OF TWO NEW SINGLE-FAMILY HOMES, IN THE AMOUNT OF $345,767.00, TO BE PAID FROM HOME FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the National Affordable Housing Act of 1990 (the "Act") provided for the establishment of a Home Investment Partnership Program, to be known as the "HOME" Program; and

WHEREAS, Title II of the Act contemplates the use of HOME funds by eligible states and local governments to provide affordable housing options; and

WHEREAS, Macon-Bibb County has been designated as a participating jurisdiction under the HOME Program; and

WHEREAS, the U.S Department of Housing and Urban Development ("HUD") has granted Macon-Bibb County an entitlement allocation of funds for the HOME program under the Act; and

WHEREAS, a grant agreement securing the entitlement allocation was offered by HUD after review and acceptance of the application made by Macon-Bibb County; and

WHEREAS, specific objectives of the Act include provisional opportunities for affordable homeownership, affordable rental housing, and the preservation of housing through rehabilitation activities utilizing a variety of program investment techniques and direct assistance; and

WHEREAS, the activities proposed under the HOME program are for the direct benefit of qualified low-income and very low-income individuals on a countywide basis; and

WHEREAS, Macon Area Habitat for Humanity, Inc. ("Habitat") is a nonprofit housing organization focused on assisting families and individuals in need of decent affordable housing achieve homeownership through construction and renovation of homes in the Macon community as well as financing assistance and homeowner education; and

WHEREAS, Habitat has proposed to build two (2) new single-family detached residential homes for low-to-moderate income families and individuals to further their mission and assist in alleviating the significant need for affordable housing in Macon-Bibb County; and

WHEREAS, Macon-Bibb County desires to support Habitat's mission as a partner in affordable housing and to enter into an Independent Contractor Agreement with Habitat to provide for the construction of the two Community Residential Alternative group homes, with such services to be funded through the HOME program; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an Independent Contractor Agreement with Macon Area Habitat for Humanity, Inc., in the amount of THREE HUNDRED FORTY-FIVE THOUSAND, SEVEN HUNDRED SIXTY-SEVEN DOLLARS AND 00/100 CENTS ($345,767.00), for the construction of two (2) new detached single-family homes, with such Agreement to be in a form substantially similar to the attached Exhibit A, incorporated herein by reference, and with associated costs to be paid from HOME funds.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes

and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, Clerk of Commission

EXHIBIT A

INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND
Macon Area Habitat for Humanity, Inc.

This Independent Contractor Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and Macon Area Habitat for Humanity, Inc. ("Contractor"), a domestic non-profit corporation, with a principal address of 690 Holt Avenue, Macon, Georgia, 31204, collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. **Scope of Services**
   Contractor shall commence, diligently pursue, and complete the construction of two new, detached single-family residential homes, to be constructed at 1323 Duncan Avenue and 1327 Duncan Avenue ("Project") for a low-to-moderate income level homeowner who meets Contractor's guidelines. Contractor shall furnish County with a copy of the guidelines and make them publicly available. Subject to County's approval, Contractor shall determine the method, details, and means of performing the services described in Exhibit A, attached hereto, and incorporated by reference. All services will be performed in accordance with federal, state, and local laws. Contractor shall maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by the Parties. Contractor is not obligated to perform services beyond what is contemplated in this Agreement.

   Layout of Work: Contractor shall verify all existing conditions and contiguous work to form a designated work site, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.

   Work Area: Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage. Contractor shall protect all surrounding and adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways, and fences along or adjacent to work. Contractor shall verify all underground utilities and their locations prior to commencing any work under this Agreement. Damages to underground utilities and costs to repair same shall be the sole responsibility of Contractor. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring to the satisfaction of County. In case of failure by Contractor to restore property and repair damages or injury, County may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due to Contractor under this Agreement.

   Material Disposal: Contractor shall not allow trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises. Such items shall be disposed of off premises. Burning of material on-site shall be prohibited. Contractor shall cover all costs of removing trash properly.

2. **Compensation**

County shall provide Contractor with grant funds from the HOME Investment Partnership Program ("HOME") in the total of **THREE HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED SITXY-SEVEN DOLLARS AND 00/100 CENTS ($345,767.00)** as full compensation for the construction of two single family unit homes, as detailed in Exhibit A. By accepting this compensation, Contractor shall fully comply with all terms and conditions of the HOME Program. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. Contractor shall submit an invoice monthly, to include an itemized billable amount reflective of services performed in the preceding thirty (30) day period, emailed to Wanzina Jackson, Director of the Macon-Bibb County Economic and Community Development Department ("ECDD"), at wjackson@maconbibb.us. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by the County Commission. County is tax exempt and cannot agree to pay State or Federal taxes.

Program Income: By accepting grant funds, Contractor must comply with Program Income requirements. For purposes of this Agreement, Program Income shall be defined as gross income received by the participating jurisdiction, subrecipient, or state recipient which is directly generated from the use of HOME funds and matching contributions. When Program Income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the HOME funds or match used. All Program Income shall be submitted to the ECDD. Program income shall include the following:

- Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions
- Gross income from the use of rental of real property, owned by the participating jurisdiction, state recipient, or a subrecipient that was acquired, rehabilitated, or constructed with HOME funds or matching contributions, less costs incidental to generation of the income
- Gross income from the use, rental, or sale of real property received by the project owner, developer, or sponsor if funds are paid by the project owner, developer, or sponsor to the participating jurisdiction, subrecipient, or state recipient
- Payments of principle and interest on loans made using HOME funds or matching contributions
- Proceeds from the sale of loans made with HOME funds or matching contributions
- Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions
- Interest earned on Program Income pending its disposition
- Any other interest or return on the investment permitted by HOME funds or matching contributions as defined in 24 CFR 92.205(b)

Deed Restrictions: Contractor shall comply fully with the usage and affordability requirements for HOME funds. The homeownership unit to be constructed must be sold at an affordable price to an eligible purchaser with a household income at or below eighty percent (80%) of the Area Median Income ("AMI"), to be used as a principal residence by the purchaser throughout the applicable affordability period. If the unit is sold at any time before the expiration of the affordability period, the unit will be sold to another low-to-moderate level income household in conformance with U.S. Department of Housing and Urban Development ("HUD") regulations to maintain the requisite level of proffered affordability (80% AMI). Should the homeowner in residence of the constructed unit default on payment terms, Contractor shall immediately notify the ECDD in writing of its intent to foreclose upon the current homeowner residing in the property funded through HOME funds.

Resale: Contractor shall follow the terms of the "Resale Option" to ensure that the unit remains affordable during the period of affordability by controlling the resale of the unit. Should the initial homeowner elect to sale the property, Contractor shall ensure that the unit is resold to another income eligible purchaser if still within the period of affordability. Contractor shall adhere to the following requirements:

- Property must be resold to a low-to-moderate income level buyer in the event of transfer by sale or foreclosure
- The sale price must be affordable as defined in program guidelines
- Initial homeowner must receive a fair return on the investment
- The subsequent home buyer must maintain the unit as a principle residence
- Terms must be included in the Agreement between Contractor and homebuyer

Final Payment: Prior to the issuance of final payment from County, Contractor shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

3. Term

This Agreement shall be effective as of the date it is fully executed by the Parties. Contractor shall commence work within ten (10) days from receipt of the Notice to Proceed and shall complete all work within one hundred and eighty days (180). In the event this Project is delayed by neglect, delay, default of any other Contractor, the County, damage from an Act of God, general strike of employees, or Covid-19 related matters, Contractor shall have reason to claim for delay and request an extension of time to complete this Agreement. Any schedule changes must be mutually agreed upon and executed in writing by both Parties.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

6. County Obligations

County shall timely provide all information, plans, specifications, and other documentation reasonably required by Contractor to perform Services. County grants Contractor full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

7. Performance Standards

Contractor shall complete the Project using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to County that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely and professionally perform services in accordance with this Agreement.

All labor and workmanship shall be guaranteed for a minimum of one (1) year from the date of completion.

8. Independent Contractor

Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

9. Subcontracting and Assignment

Contractor may not subcontract or assign the whole or any part of this Agreement without County's express consent in writing. Should Contractor elect to subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

10. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

11. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

12. Insurance:

(a) Contractor shall procure and maintain and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(b) Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.

(c) Comprehensive General Liability ("CGL") with minimum combined single limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and contractors as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.

(d) Contractor agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than $1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.

(e) Prior to the commencement of Services, Contractor shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

(f) All deductibles shall be paid by Contractor. All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this

Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

(g) The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

13. Ownership of Documents

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Contractor pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Contractor for any purpose other than the performance of Services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered "work for hire" and shall become the exclusive property of County when Contractor has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.

14. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

15. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement. Contractor shall display any signage provided by County and agrees to incorporate County's seal and the names of the Macon-Bibb County Commission and other officials identified by County on all documents, literature, pamphlets, advertisements, and signage, permanent or otherwise. All publicity and advertisements prepared by Contractor for this Project shall recognize the County as one of the Project's funding sources.

16. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

17. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Employment Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

Equal Employment Opportunity: Contractor shall provide and post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Equal Employment Opportunity Clause (EEOC):

(a) Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability or political affiliation.

(b) Contractor shall send to each labor union, representative, or workers with whom the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the contractor's commitments under the County's equal employment opportunity ordinance and other county code or ordinance and shall post copies of the notice in conspicuous places available to employees and applicants for employment. shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(c) Upon County's request, Contractor shall furnish all information and reports that show compliance with EEOC requirements. County shall also have access to Contractor's books, records, and accounts upon reasonable notice and during normal business hours to confirm compliance.

(d) Contractor shall take such action with respect to any subcontractor as the Contractor may direct as a means of enforcing the provisions of paragraphs (a) through (g) herein, including penalties and sanctions for non-compliance.

(e) Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with County in the form and to the extent prescribed by the ECDD. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs, and statistics of the Contractor and its subcontractors.

(f) Contractor shall, specifically or by reference, include the provisions of paragraphs (a) through (h) of the EEOC in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

(g) Contractor or subcontractors, if any, who refuse to comply with any portions of these provisions may be subject to the following penalties:

- Withholding from Contractor in violation of all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract

- Refusal of all future bids for any contract with the County or any of its departments or divisions until such time as Contractor or subcontractors demonstrate there has been established and there shall be carried out all of the provisions of the program as provided herein
- Cancellation of the public contract
- Enjoining of contractors, subcontractors, or other organizations, groups, or individuals for cases that involve a substantial or material violation of the compliance procedure

18. <u>Affirmative Action Program</u>

Contractor shall provide County with a copy of its Affirmative Action Program. For the purposes of this Agreement, Affirmative Action Program means a written, results-oriented program meeting the requirements of local, state, and federal laws, and other applicable regulations designed to ensure that a contractor makes a good faith effort to employ women and minorities at all levels of employment in the contractor's or subcontractor's business, and to treat employees equally without regard to their status as a woman or as a minority. Contractor shall include without limitation the following aspects of employment pertaining to women and minorities: hiring; upgrading; demotion; transfer; layoff; termination; rates of pay and other forms of compensation; training programs and selection for training apprenticeship opportunities; recruitment advertising and efforts; employment goals; and written plan to achieve these goals with timetable.

19. **<u>Section 3 Clause (24 CFR § 135.38)</u>**

Contractor shall comply with the following requirements of 24 CFR § 135.38 ("Section 3" Clause) of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u:

(a) Contractor shall ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3,shall to the greatest extent feasible, be directed to low income persons, particularly persons who are recipients of HUD assistance for housing.
(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.
(c) Contractor agrees to send each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
(d) Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause. Contractor will not subcontract with any subcontractor where Contractor has notice or knowledg4e that the subcontractor has been found in violation of the regulations in 24 CFR, Part 135.
(e) Contractor shall certify that any vacant employment positions, including training positions, that are filled either (1) after Contractor was selected but before the contract is executed,

and (2) with persons other than those to whom the regulations of 24 CFR, Part 125 require employment opportunities to be directed, were not filed to circumvent Contractor's obligations under 24 CFR, Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR, Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, preference and opportunities for training and employment shall be given to Native Americans, and preference in the award of contracts and subcontracts shall be given to Native American organizations and owned economic enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

20. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

21. Prohibition Against Employing Illegal Aliens

Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. Contractor and all subcontractors shall execute the Contractor Affidavit ("Exhibit B"), attached hereto, and incorporated by reference, verifying compliance with all local, state, and federal immigration laws.

22. Build America Buy America

The Developer/Contractor shall comply with Build America, Buy America (BABA) when applicable to ensure that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced in the United States, unless otherwise exempt or subject to waiver. Known as the "Buy America Preference (BAP" and the specific requirements are codified in 2 CFR 184.

23. Subrecipient Compliance with BABA Requirements.

"Pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the "Buy America Preference" or "BAP") for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD. Additional details on fulfilling the BABA requirements can be found at https://www.hud.gov/baba.

24. SAVE

The Developer/Contractor must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

25. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:
Macon-Bibb County, Georgia
Attn: Mayor Lester M. Miller
700 Poplar Street
Macon, GA 31202-0247

For Independent Contractor:
Macon Area Habitat for Humanity, Inc.
Attn: Ivey Hall
690 Holt Avenue
Macon, GA 31204

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

26. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance. This paragraph shall not apply to any delay caused by the COVID-19 pandemic.

27. Audit Clause

Contractor will cooperate with County or its authorized agent to provide financial reports for all revenue generated under this Agreement, including but not limited to, granting County or its authorized agent access to audit and inspect financial records pertaining to services provided under this Agreement. County shall provide reasonable notice for any audit requests and any such requests shall be conducted during normal business hours.

28. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

29. Conflict of Laws

This Agreement shall be governed and construed under the laws of the State of Georgia without regard to conflicts of laws principles that would require the application of any other law.

30. **Non-Exclusivity**
This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

31. **Attorney's Fees**
In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

32. **Authority to Execute**
The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

33. **Counterparts**
This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

34. **Electronic Representations and Records**
Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

35. **Waiver**
Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

36. **Severability**
In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

37. **Survival**
Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

38. **Entire Agreement**

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations, or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect. **(Signatures on following page)**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

Macon-Bibb County:

By: _____ _____
Lester M. Miller, Mayor Date

Attested: _____ _____
Janice S. Ross, Clerk of Commission Date

Macon Area Habitat for Humanity, Inc.:

By: _____ _____
Ivey Hall, Executive Director Date

Attested: _____ _____
Date

_____
(Name)(Title)

EXHIBIT "A"
INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: The Independent Contractor will perform the services and works outlined in Exhibit A. attached hereto and incorporated herein.

Independent Contractor shall construct two (2) new, detached single family residences that will be located at 1323 Duncan Avenue, and 1327 Duncan Avenue. The 2 single-family residential units will consist of 1, 3-bedroom and 2-bathroom home which will be built at 1323 Duncan Avenue and a 5 bedroom and 3 bathroom home to be built at 1327 Duncan Avenue in Napier Heights.

These homeownership units will meet Energy Star 3.0 standards. Unit will be sold to a pre-qualified, low to moderate homeowner who has met MAHFH homeownership guidelines.

TERM: This Agreement shall commence on the date this Agreement and Addendum(s) are executed by the County and shall continue in full force and effect until the completion of the construction of the project.

County: County shall provide HOME (HOME Investment Partnership Program) funds in the amount of **THREE HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS AND 00/100 CENTS ($345,767.00**) to the Independent Contractor for the project.

MACON-BIBB COUNTY:

By:_____ _____
Mayor Lester M. Miller Date

Attested:_____ _____
Janice Ross, Clerk of Commission Date

INDEPENDENT CONTRACTOR:

By:_____ _____
Ivey Hall, Executive Director Date

Developer

Firm Name:	Macon Area Habitat for Humanity
Name:	Ivey Hall, Executive Director
Address:	690 Holt Avenue
City/State/Zip:	Macon, GA 31204
Email Address:	ihall@maconhabitat.org
Phone:	(478)745-0630

FED ID #58-1674696 UEI MSUERFLT8DN4

Uniform Guidance: 2 CFR 200.331, provides that certain elements be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

HOME Investment Partnership Program

Subrecipient Name:

Macon Area Habitat for Humanity

Agency UEI Number:

MSUERFLT8DN4

Federal Award Identification Number:

M-20-MC-13-0202

Federal Award Date:

Match 23, 2021

Subaward period of performance start and end date:

April 1, 2026 to April 1, 2027

Federal Funds Obligated:

$345,767.00

Project Description:

Construction of (2) new, detached single family residences that will be located at 1323 Duncan Avenue, and 1327 Duncan Avenue in the Napier Heights Neighborhood for low to moderate-income homeowners who have met MAHFH homeownership guidelines. The 2 single-family residential units will consist of 1, 3-bedroom and 1 1/2-bathroom home which will be built at 1323 Duncan Avenue and a 5 bedroom, 2 1/2 bathroom home to be built at 1327 Duncan Avenue.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101, Macon, GA 31201

CFDA Name and Number:

HOME Investment Partnerships Program; 14.239

Research and Development: No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and *indirect*. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt

associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of “Facilities”. Pursuant to HUD regulations, Macon Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ESTIMATED COST BREAKDOWN, HOME FUNDS AND SALE PRICE
(EXPLANATION ATTACHED)

PROJECT ADDRESS: 1323 Duncan Avenue
NEIGHBORHOOD: Napier Heights
TYPE: [x]New Construction [ ]Rehabilitation
LOT SIZE: 50'x115'=.13ac
NUMBER OF BEDROOMS: [ ]4 [x]3 [ ]2 [ ]1
NUMBER OF BATHROOMS: [ ]2+ [x]2 [ ]1
SF HEATED SPACE: 1248 sq ft

LAND, CONSTRUCTION & SOFT COST ESTIMATES

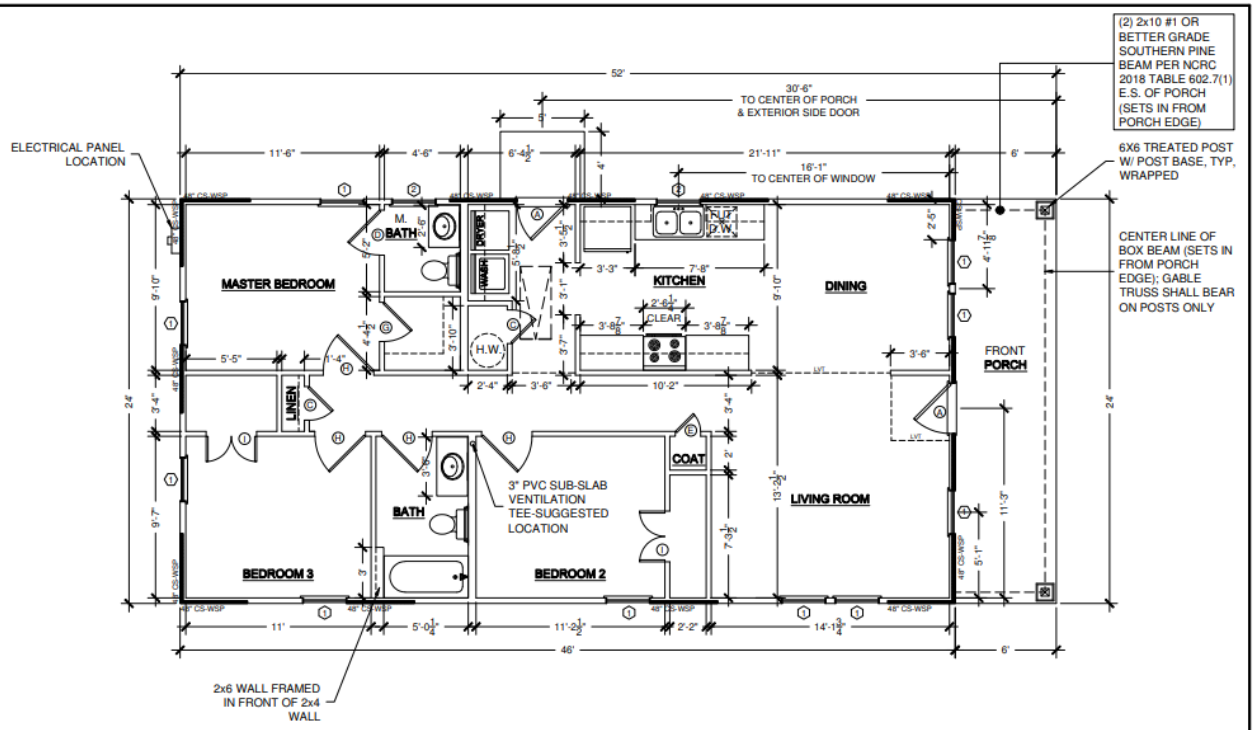
Land & Construction Costs			
2,500	Site Preparation		
10,000	Land Acquisition		
106,080	GC Contract Amount	**85.00**	Per SF
15,000	Construction Management		
2,725	In-Kind Materials		
10,608	Contingency Fee (materials)		
146,913	Total Estimated Land & Construction Costs	**117.72**	Per SF
Soft Costs			
350	Appraisal [NP]		
500	Application Fees		
750	Attorney		
900	Audit		
2,000	Interest Costs		
100	Bank Fees		
4,500	Property Insurance		
3,000	Surveyor		
300	Inspections		
575	Title Insurance and Recording		
8,000	Developer Fee		
20,975	Total Estimated Soft Costs	**16.81**	Per SF

TOTAL COST: 167,888

PROPOSED SALE PRICE: _175,000_
NON-PROFIT FUNDS: _15,200_
HOME FUNDS REQUESTED: _152,688_

GENERAL NOTES:

1. Plans to be built per the 2018 North Carolina Residential Code.
2. All dimensions from face face of framing.
3. All wall studs are 2X4 unless otherwise noted.
4. Bracing Method: CS-WSP (Continuous Sheathing-Wood Structural Panel) per table 602.10.1.
   - 4.1. ½" X 4' X 8' OSB shall be fastened, continuous, with 8d common nails spaced 6" O.C. at edges and 12" O.C. in the field.
5. ½" rigid insulation shall be used as water-resistive barrier. All seams and joints to be taped with 2⅜" construction tape.
6. Face of sheathing @ exterior walls to align with face of masonry below.
7. All window locations to be determined on site unless otherwise dimensioned.
8. All windows and doors to be covered by porches and flashed.
9. All windows and doors shall have an overall U-Factor of .35 or less, and a SHGC of .30 or less.
10. Water resistant flooring shall be used in kitchen, bathroom(s), and laundry areas **AND** w/in 3 feet of all exterior doors.
11. Clothes dryer shall be exhausted directly to outdoors.
12. Drain and drain pan -OR- single throw supply valve shall be installed for clothes washer.
13. Water heater to be located in designated closet as shown; drain and drain pan shall be installed; drain shall lead directly to outdoors.
14. HVAC attic return to be located in hall ceiling.
15. Engineered roof trusses (by others) shall be installed 2'-0" O.C., in-line with framing below, shall bear on exterior walls ONLY (unless otherwise noted), have a raised heel, and 12" overhangs.
16. Any building face within 10' of property line requires protection behind aluminum & vinyl soffits per NCRC 2018 Section R302.1.1.
17. TERMITE TREATMENT: Treatment of all framing within 3' of foundation.
18. Insulation shall be installed per manufacturer's specs with no substantial gaps, voids, compressions, or wind intrusion. Insulation and air barrier shall be in physical contact with each other.
19. Seal external cracks, joints, etc. around windows and doors with caulking and install pest proof screens.
20. Provide minimum of 20' X 10' concrete driveway **AND** 4' sidewalk to front door.



WINDOW SCHEDULE:	DOOR SCHEDULE:	WALL HEADERS:	STUD SPACING:
1. 2'-8"X4'-4" 2. 2'-8" X 3'0" Meets all egress and glazing requirements per 2018 NC RES BLDG Code	(A) 36" Exterior Metal Entry Door (B) 32" Exterior Metal Entry Door (C) 24" Interior Door (D) 32" Interior Door (E) 18" Interior Door (F) 30" Interior Door (G) 28" Interior Door (H) 36" Interior Door (I) 36" Bi-hung Interior Door (J) 48" Bi-hung Interior Door (K) 60" Bi-hung Interior Door	Windows (2) 2X6 Exterior Doors (2) 2X10 #1 or better grade Southern Pine lumber Per NCRC 2018 Table R602.7(1) **JACK STUD REQ:** Windows/Doors (1) Per NCRC 2018 Table R602.7(1)	Exterior Walls - 2X4s @ 24" O.C. Interior Walls - 2X4s @ 24" O.C. ***NOTE:** No interior load bearing walls -OR- point loads. All trusses bear on exterior walls. **SQUARE FOOTAGE:** Heated: 1104 SF Unheated: 164 SF (covered porches)

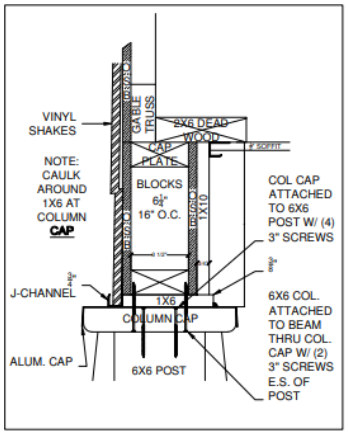
10'

HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org

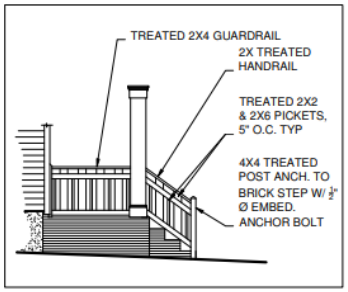
FILE:Jones.dwg
FLOOR PLAN: JONES RIGHT — DWG DATE: FEB 1, 2019
SHEET TITLE:FLOOR PLAN — PLOT DATE: Feb. 1, 19

Habitat for Humanity® Charlotte

SHEET #: 1

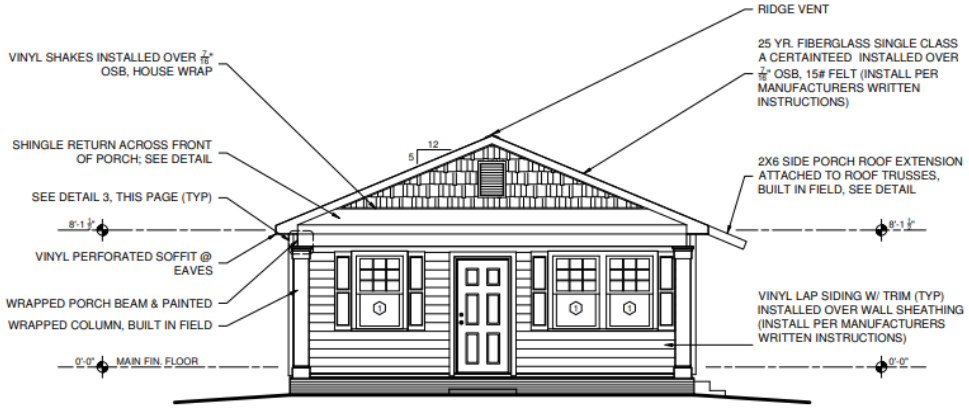


3 COLUMN CAP DETAIL



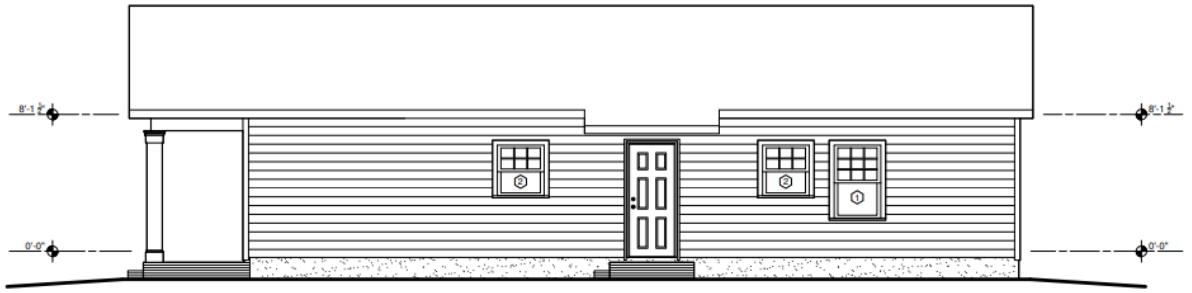
4 HANDRAIL/GUARD RAIL DETAIL

HANDRAILS & GUARDRAILS: SHALL COMPLY WITH NCRC 2018 SECTION(S) R311 & 311



NOTE: WOODEN HANDRAIL/GUARD RAIL AS REQUIRED, MUST MEET CODE. SEE DETAIL THIS PAGE

1 FRONT ELEVATION



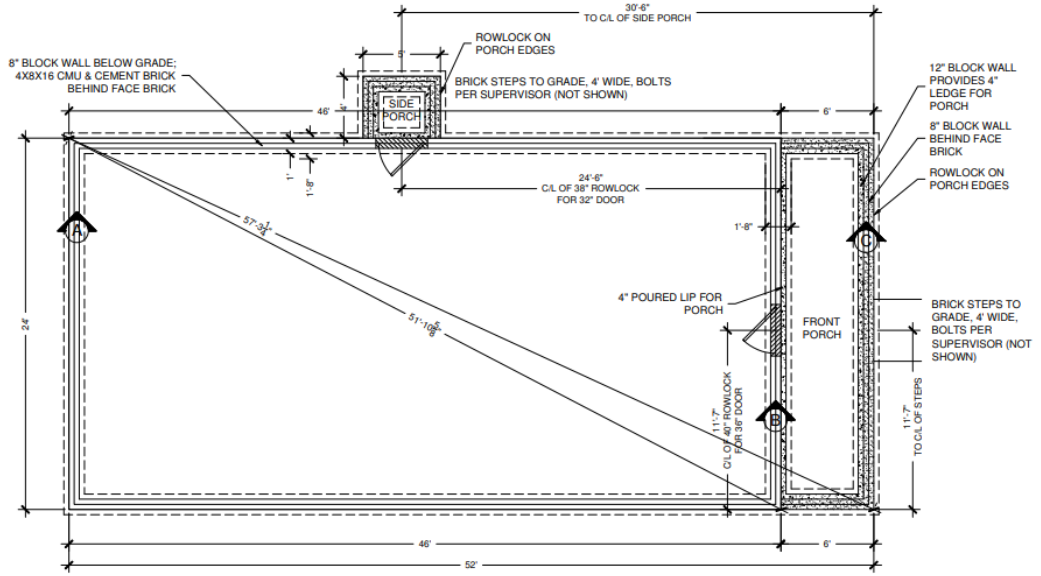
2 SIDE ELEVATION

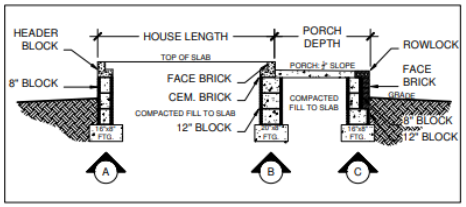
HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE:Jones.dwg FLOOR PLAN: JONES RIGHT — DWG DATE: FEB 1, 2019 SHEET TITLE: ELEVATIONS-1 of 2 — PLOT DATE: Feb. 1, 19	Habitat for Humanity Charlotte
SHEET #: 2	

RIDGE VENT
25 YR. FIBERGLASS SINGLE CLASS A CERTAINTEED INSTALLED OVER 7/16" OSB. 15# FELT (INSTALL PER MANUFACTURERS WRITTEN INSTRUCTIONS)
2X6 SIDE PORCH ROOF EXTENSION ATTACHED TO ROOF TRUSSES. BUILT IN FIELD. SEE DETAIL
VINYL LAP SIDING W/ TRIM (TYP) INSTALLED OVER WALL SHEATHING (INSTALL PER MANUFACTURERS WRITTEN INSTRUCTIONS)
MAIN FLR. FLOOR
VINYL PERFORATED SOFFIT @ EAVES
1 REAR ELEVATION
2 SIDE ELEVATION
10'
HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org
FILE: Jones.dwg
FLOOR PLAN: JONES RIGHT
DWG DATE: FEB 1, 2019
SHEET TITLE: ELEVATIONS-2 of 2
PLOT DATE: Feb. 1, 19
Habitat for Humanity® Charlotte
SHEET #:
3

HISTORIC "B" SLAB FOUNDATION NOTES:

1. Dig continuous 16" wide footing under all foundation walls; 8" minimum thickness, per NCRC 2018 Table R403.1(1).
2. All walls, including porches, must be inside set back lines.
3. No interior load bearing walls or point loads. All trusses bear on exterior walls. (**Does not apply to two-story plans -OR- multi-family projects**)
4. Top of rowlock on porch to be approx. 4" lower than top of house slab.
5. 4" of 3,000 PSI fiber reinforced concrete, 10 mil. vapor barrier with min. 4" washed stone or equiv recycled concrete over compacted fill, R-5 rigid insulation-See Details.
6. **Foundation Strap Anchors:** Simpson Strong-Tie MAB23 mud sill anchor, or equivalent, located within 12" of each corner, both sides of exterior doors, and a min. of every 32" O.C., 15" minimum embedment. Locate straps within 12" each side of splice, per NCRC 2018 R403.1.6.
7. Termite Treatment: Structure to be treated for termites when framing is complete.





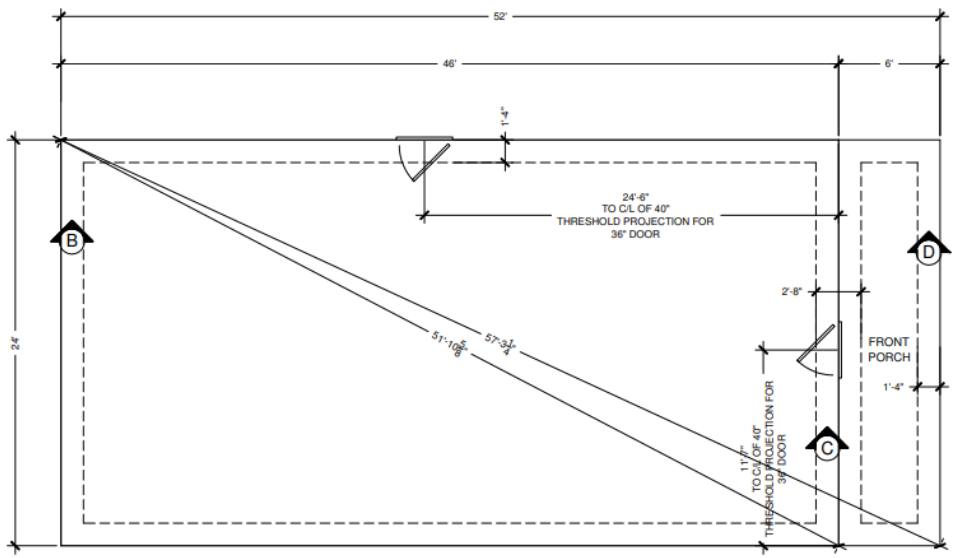
SLAB HISTORIC B FOUNDATION DETAILS CROSS SECTION
NOT TO SCALE; FINAL GRADE DETERMINES FOUNDATION AND PORCH HEIGHTS

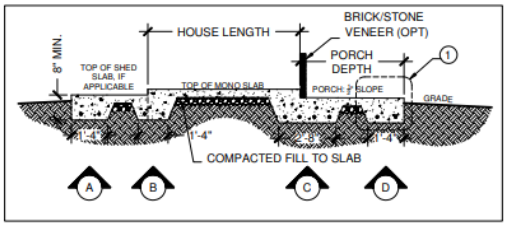
10'

HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE:Jones.dwg		SHEET #: 4
FLOOR PLAN: JONES RIGHT SHEET TITLE: SLAB-HISTORIC B	DWG DATE: FEB 1, 2019 PLOT DATE: Feb. 1, 19	Habitat for Humanity® Charlotte

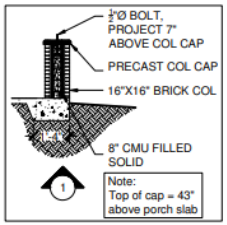
MONOLITHIC SLAB FOUNDATION NOTES:

1. Dig continuous footing under all foundation walls; 8" minimum thickness, with (2) #4 rebars, continuous, on supports, @ 4'-0" O.C. max.
2. All walls, including porches, must be inside set back lines.
3. See plan for thickened slab/load bearing interior wall locations (if applicable): 10" deep x 18" wide minimum footing with (2) #4 continuous rebar.
4. Top of rowlock on porch to be approx. 4" lower than top of house slab.
5. 4" of 3,000 PSI fiber reinforced concrete, 10 mil. vapor barrier with min. 4" washed stone or equiv recycled concrete over compacted fill, R-5 rigid insulation.
6. **Foundation Strap Anchors:** Simpson Strong-Tie MAB23 mud sill anchor, or equivalent, located within 12" of each corner, both sides of exterior doors, and a minimum of every 32" O.C., 15" minimum embedment. Locate straps within 12" each side of splice, per R403.1.6.
7. Termite Treatment: Structure to be treated for termites when framing is complete.

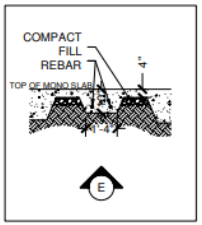




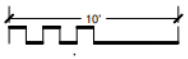
MONOLITHIC SLAB FOUNDATION DETAILS CROSS SECTION
NOT TO SCALE; FINAL GRADE DETERMINES FOUNDATION AND PORCH HEIGHTS



BRICK/STONE COLUMN CROSS SECTION, IF APPLICABLE



THICKENED SLAB CROSS SECTION



HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org

FILE:Jones.dwg
FLOOR PLAN: JONES RIGHT — DWG DATE: FEB 1, 2019
SHEET TITLE:SLAB-MONOLITHIC — PLOT DATE: Feb. 1, 19

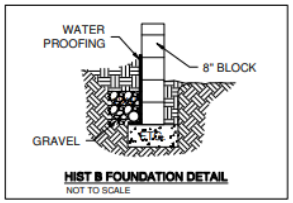
Habitat for Humanity® Charlotte

SHEET #: 5

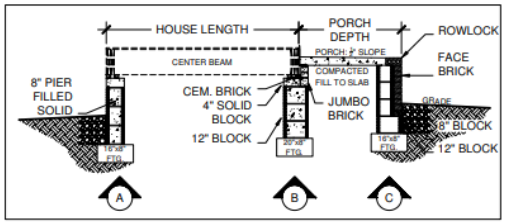
22

HISTORIC "B" CRAWL FOUNDATION NOTES:

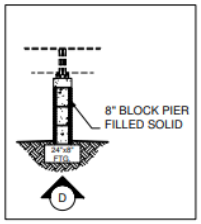
1. Wall Vented Crawl Space per NCRC 2018 R408.
2. Maintain minimum floor joist clearance of 18" to grade and minimum dropped girder clearance of 12" to grade.
3. All walls, including porches, must be inside set back lines.
4. Dig continuous 16" wide footing under all foundation walls; 8" minimum thickness, per NCRC 2018 Table R403.1(1).
   - 4.1. Pier footings to be 24" X 24" X 8" per NCRC 2018 Table R403.1(2).
5. No interior load bearing walls or point loads. All trusses bear on exterior walls. (**Does not apply to two-story plans -OR- multi-family projects**).
6. Poured porches-porch floor foundation will be two (2) brick courses plus a rowlock higher than house foundation.
7. Sill anchors/anchor bolt installation: ½" Ø J-bolts, 6'-0" O.C. & within 12" of corners, then doubled every 12', per NCRC 2018 R403.1.6 & R602.11.
8. Minimum 6 mil. polyethylene vapor retarder, joints lapped not less than 12", per NCRC 2018 R408.2.
9. 8" X 16" foundation vents to be located within 3' of corners, per NCRC 2018 R408.1.2.
10. Crawl space door- Minimum 18" X 24" access opening per NCRC 2018 R408.8; finished grade to determine access location, see Site Prep. Supervisor.
11. Termite Treatment: Structure to be treated for termites when framing is complete.



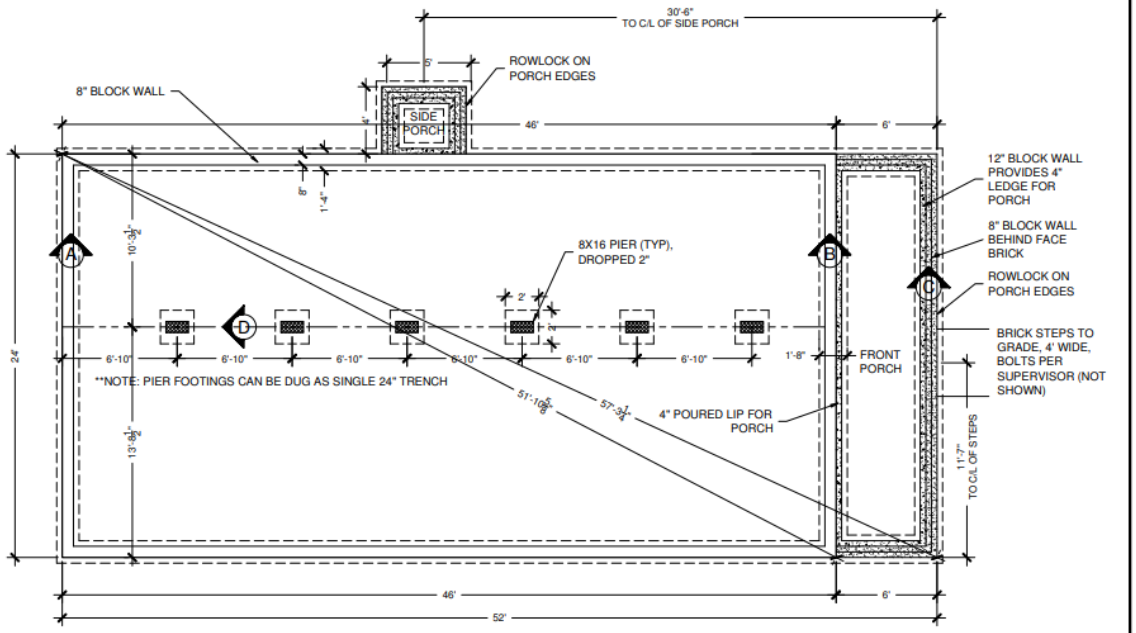
HIST B FOUNDATION DETAIL
NOT TO SCALE



CRAWL HISTORIC B FOUNDATION DETAILS CROSS SECTION
NOT TO SCALE; FINAL GRADE DETERMINES FOUNDATION AND PORCH HEIGHTS



CRAWL HISTORIC B CENTER PIER CROSS SECTION



HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE:Jones.dwg FLOOR PLAN: JONES RIGHT DWG DATE: FEB 1, 2019 SHEET TITLE:CRAWL-HISTORIC B PLOT DATE: Feb. 1, 19	Habitat for Humanity® Charlotte	SHEET #: 6

CRAWL FRAMING NOTES:

1. Long walls that run parallel with joists need a joist or blocking underneath. Place 2X10 blocking @ 3'-0" O.C.; consider plumbing when running extra joists
2. Dimensions are to outside face or block & center of joist unless otherwise noted
3. Use pressure treated lumber adjacent to all foundation brick and block material

FLOOR SYSTEM:

- Mud sill: 2X6 pressure treated lumber attached to foundation walls using pre-placed ½" Ø J-bolts, washer, and nut.
- Band Joists: 2X10 #1 or better grade Southern Pine.
- Girders: (2) 2X12 #1 or better grade Southern Pine per NCRC 2018 R502.5, R602.7(1), R602.7(2), and R602.7(3).
- Floor Joists: 2X10 #2 Southern Pine per NCRC 2018 Table R502.3.1(1) and R502.3.1(2)
- ** Top edges flush with girders & band joists; **center plans dropped 2"**
- ** Joists to be framed into the side of wood girder and supported on ledger strips not less than nominal 2"X2" per NCRC 2018 R502.6.2.
- Floor Sheathing: 4'X8'X¾" T&G plywood, installed perpendicular to floor joists, fastened with 8d common nails.

HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org

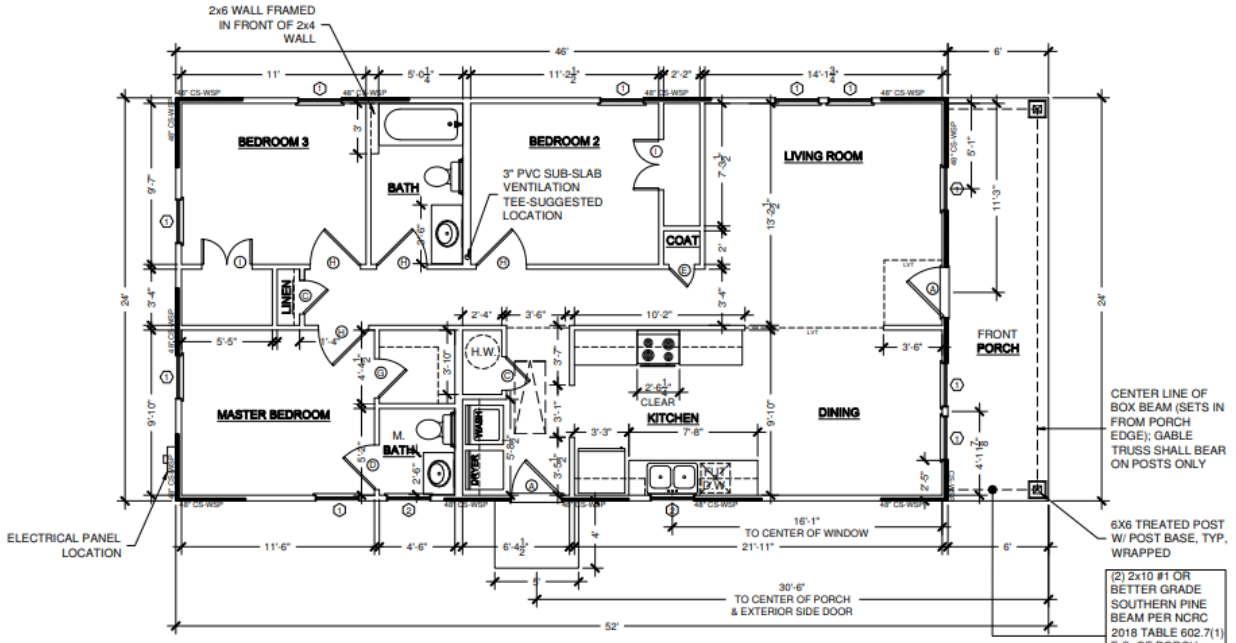
FILE: Jones.dwg
FLOOR PLAN: JONES RIGHT
SHEET TITLE: JOIST
DWG DATE: FEB 1, 2019
PLOT DATE: Feb. 1, 19

Habitat for Humanity® Charlotte

SHEET #: 7

GENERAL NOTES:

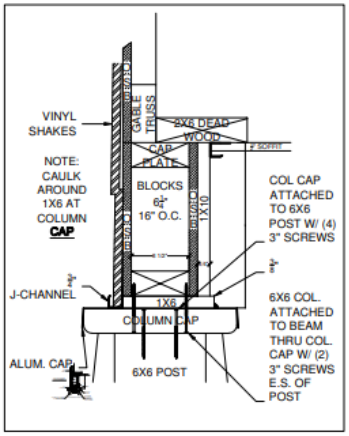
1. Plans to be built per the 2018 North Carolina Residential Code.
2. All dimensions from face face of framing.
3. All wall studs are 2X4 unless otherwise noted.
4. Bracing Method: CS-WSP (Continuous Sheathing-Wood Structural Panel) per table 602.10.1.
   - 4.1. $\frac{1}{2}$" X 4' X 8' OSB shall be fastened, continuous, with 8d common nails spaced 6" O.C. at edges and 12" O.C. in the field.
5. $\frac{1}{4}$" rigid insulation shall be used as water-resistive barrier. All seams and joints to be taped with $2\frac{1}{2}$" construction tape.
6. Face of sheathing @ exterior walls to align with face of masonry below.
7. All window locations to be determined on site unless otherwise dimensioned.
8. All windows and doors to be covered by porches and flashed.
9. All windows and doors shall have an overall U-Factor of .35 or less, and a SHGC of .30 or less.
10. Water resistant flooring shall be used in kitchen, bathroom(s), and laundry areas **AND** w/in 3 feet of all exterior doors.
11. Clothes dryer shall be exhausted directly to outdoors.
12. Drain and drain pan -OR- single throw supply valve shall be installed for clothes washer.
13. Water heater to be located in designated closet as shown; drain and drain pan shall be installed; drain shall lead directly to outdoors.
14. HVAC attic return to be located in hall ceiling.
15. Engineered roof trusses (by others) shall be installed 2'-0" O.C., in-line with framing below, shall bear on exterior walls ONLY (unless otherwise noted), have a raised heel, and 12" overhangs.
16. Any building face within 10' of property line requires protection behind aluminum & vinyl soffits per NCRC 2018 Section R302.1.1.
17. TERMITE TREATMENT: Treatment of all framing within 3' of foundation.
18. Insulation shall be installed per manufacturer's specs with no substantial gaps, voids, compressions, or wind intrusion. Insulation and air barrier shall be in physical contact with each other.
19. Seal external cracks, joints, etc. around windows and doors with caulking and install pest proof screens.
20. Provide minimum of 20' X 10' concrete driveway **AND** 4' sidewalk to front door.



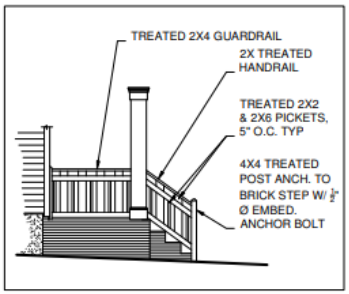
WINDOW SCHEDULE:	DOOR SCHEDULE:	WALL HEADERS:	STUD SPACING:
1. 2'-8"X4'-4" 2. 2'-8" X 3'0" Meets all egress and glazing requirements per 2018 NC RES BLDG Code	(A) 36" Exterior Metal Entry Door (B) 32" Exterior Metal Entry Door (C) 24" Interior Door (D) 32" Interior Door (E) 18" Interior Door (F) 30" Interior Door (G) 28" Interior Door (H) 36" Interior Door (I) 36" Bi-hung Interior Door (J) 48" Bi-hung Interior Door (K) 60" Bi-hung Interior Door	Windows (2) 2X6 Exterior Doors (2) 2X10 #1 or better grade Southern Pine lumber Per NCRC 2018 Table R602.7(1) **JACK STUD REQ:** Windows/Doors (1) Per NCRC 2018 Table R602.7(1)	Exterior Walls - 2X4s @ 24" O.C. Interior Walls - 2X4s @ 24" O.C. ***NOTE:** No interior load bearing walls -OR- point loads. All trusses bear on exterior walls. **SQUARE FOOTAGE:** Heated: 1104 SF Unheated: 164 SF (covered porches)

10'

HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE: Jones.dwg	Habitat for Humanity® Charlotte	SHEET #: 8
FLOOR PLAN: JONES LEFT SHEET TITLE: FLOOR PLAN	DWG DATE: FEB 1, 2019 PLOT DATE: Feb. 1, 19	

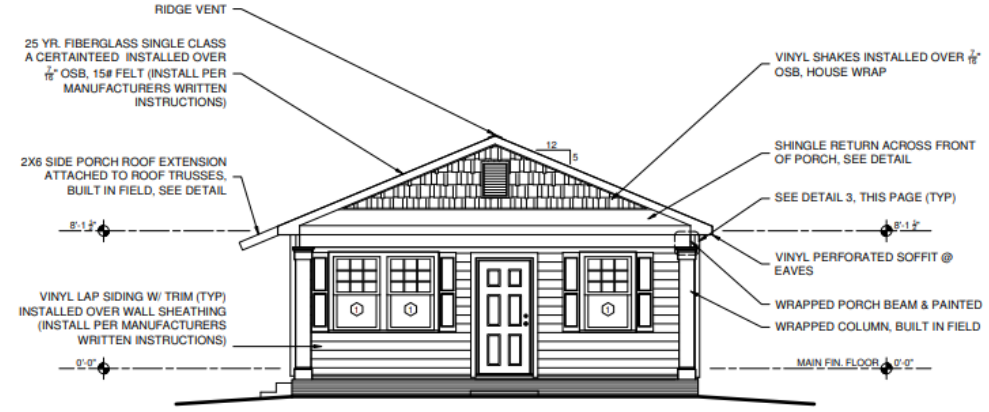


3 COLUMN CAP DETAIL



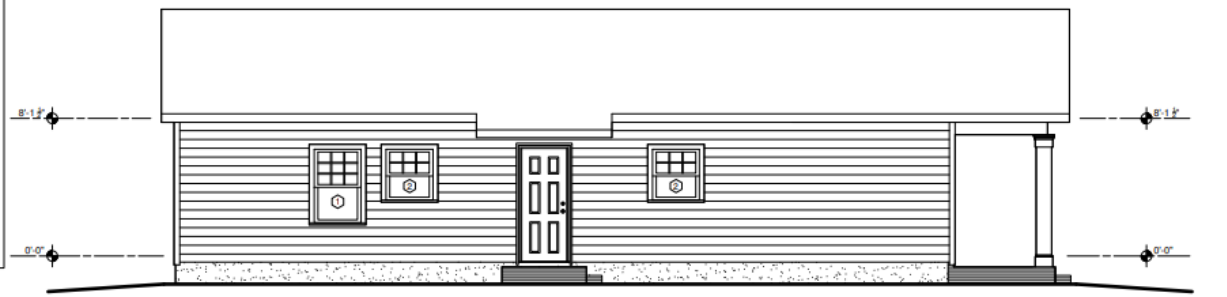
4 HANDRAIL/GUARD RAIL DETAIL

HANDRAILS & GUARDRAILS: SHALL COMPLY WITH NCRC 2018 SECTION(S) R311 & 311



1 FRONT ELEVATION

NOTE: WOODEN HANDRAIL/GUARD RAIL AS REQUIRED, MUST MEET CODE. SEE DETAIL THIS PAGE

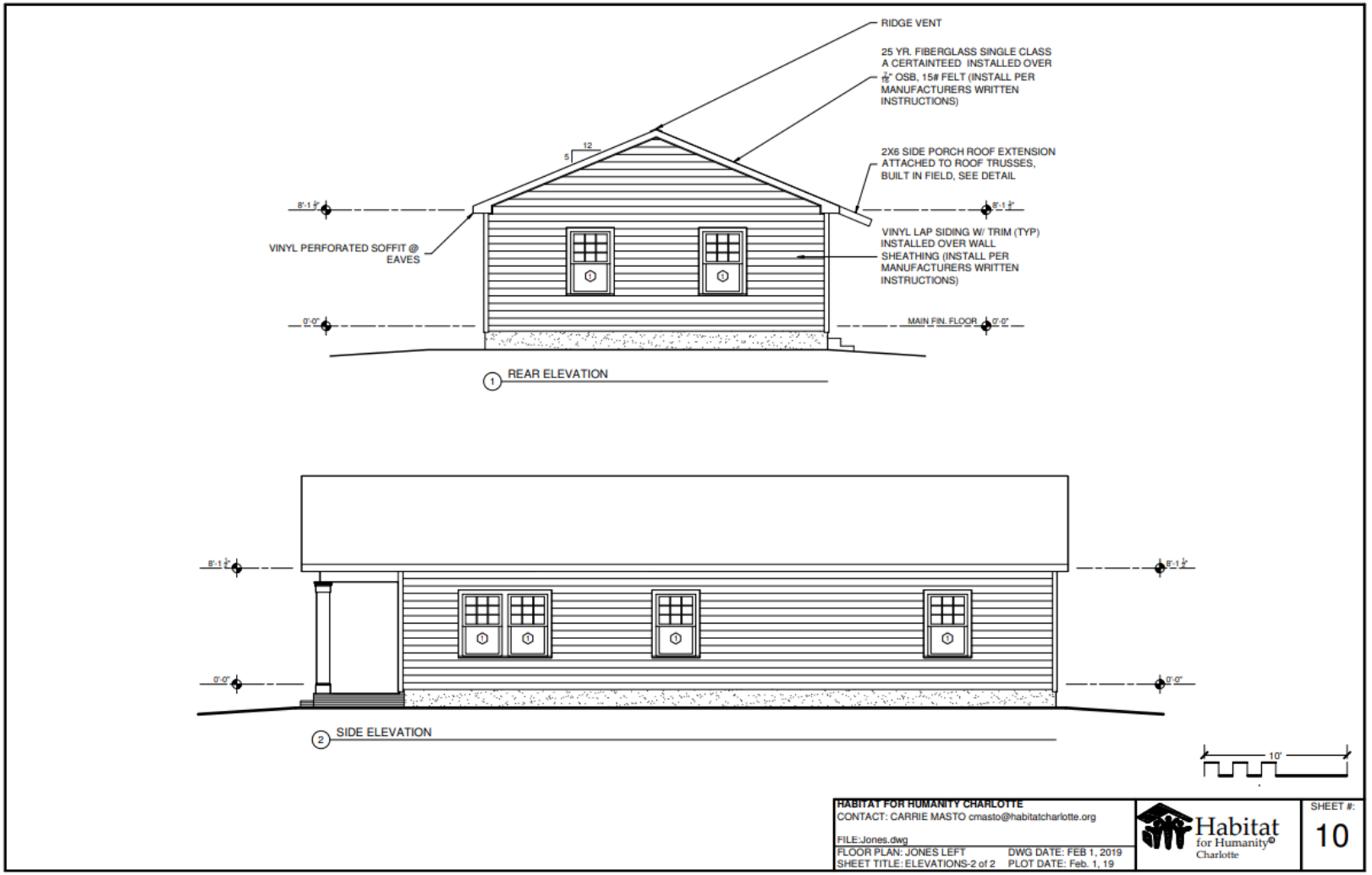


2 SIDE ELEVATION

HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE:Jones.dwg FLOOR PLAN: JONES LEFT SHEET TITLE: ELEVATIONS-1 of 2	DWG DATE: FEB 1, 2019 PLOT DATE: Feb. 1, 19	Habitat for Humanity® Charlotte

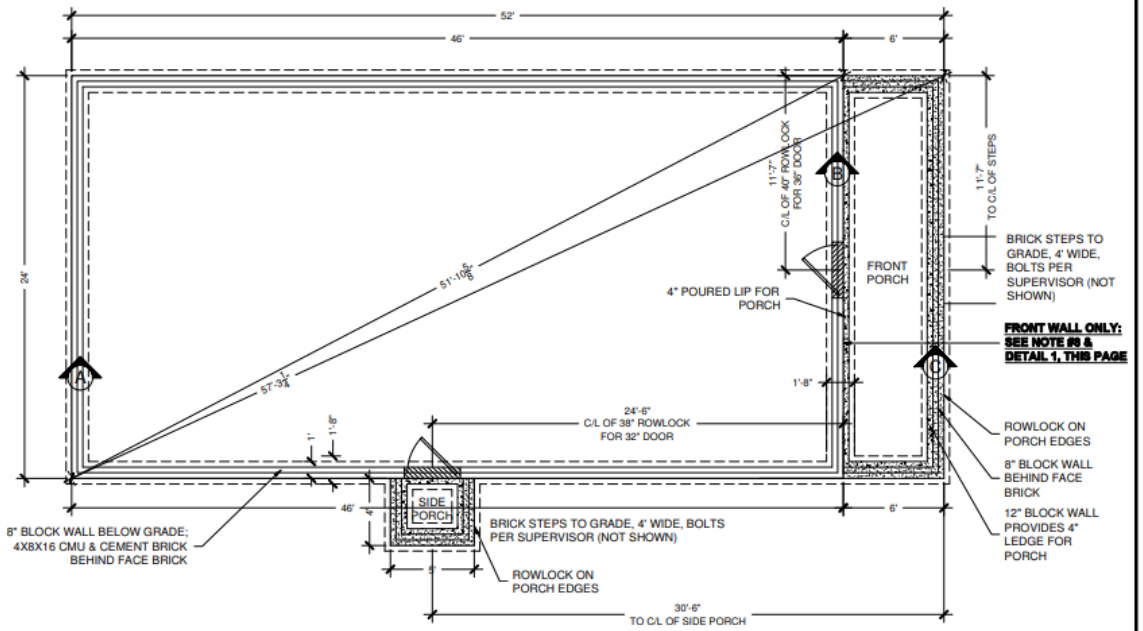
SHEET #: 9

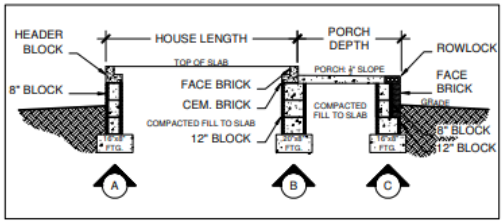
26


RIDGE VENT
25 YR. FIBERGLASS SINGLE CLASS A CERTAINTEED INSTALLED OVER 7/16" OSB, 15# FELT (INSTALL PER MANUFACTURERS WRITTEN INSTRUCTIONS)
5
12
2X6 SIDE PORCH ROOF EXTENSION ATTACHED TO ROOF TRUSSES, BUILT IN FIELD, SEE DETAIL
8'-1 1/2"
8'-1 1/2"
VINYL PERFORATED SOFFIT @ EAVES
VINYL LAP SIDING W/ TRIM (TYP) INSTALLED OVER WALL SHEATHING (INSTALL PER MANUFACTURERS WRITTEN INSTRUCTIONS)
0'-0"
MAIN FIN. FLOOR
0'-0"
1
REAR ELEVATION
8'-1 1/2"
8'-1 1/2"
0'-0"
0'-0"
2
SIDE ELEVATION
10'
HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org
FILE:Jones.dwg
FLOOR PLAN: JONES LEFT
DWG DATE: FEB 1, 2019
SHEET TITLE: ELEVATIONS-2 of 2
PLOT DATE: Feb. 1, 19
Habitat for Humanity® Charlotte
SHEET #:
10

HISTORIC "B" SLAB FOUNDATION NOTES:

1. Dig continuous 16" wide footing under all foundation walls; 8" minimum thickness, per NCRC 2018 Table R403.1(1).
2. All walls, including porches, must be inside set back lines.
3. No interior load bearing walls or point loads. All trusses bear on exterior walls. (**Does not apply to two-story plans -OR- multi-family projects**)
4. Top of rowlock on porch to be approx. 4" lower than top of house slab.
5. 4" of 3,000 PSI fiber reinforced concrete, 10 mil. vapor barrier with min. 4" washed stone or equiv recycled concrete over compacted fill, R-5 rigid insulation-See Details.
6. **Foundation Strap Anchors:** Simpson Strong-Tie MAB23 mud sill anchor, or equivalent, located within 12" of each corner, both sides of exterior doors, and a min. of every 32" O.C., 15" minimum embedment. Locate straps within 12" each side of splice, per NCRC 2018 R403.1.6.
7. Termite Treatment: Structure to be treated for termites when framing is complete.





SLAB HISTORIC B FOUNDATION DETAILS CROSS SECTION
NOT TO SCALE; FINAL GRADE DETERMINES FOUNDATION AND PORCH HEIGHTS

10'

HABITAT FOR HUMANITY CHARLOTTE	SHEET #: 11
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org	
FILE: Jones.dwg	
FLOOR PLAN: JONES LEFT — DWG DATE: FEB 1, 2019	
SHEET TITLE: SLAB-HISTORIC B — PLOT DATE: Feb. 1, 19	

Habitat for Humanity® Charlotte

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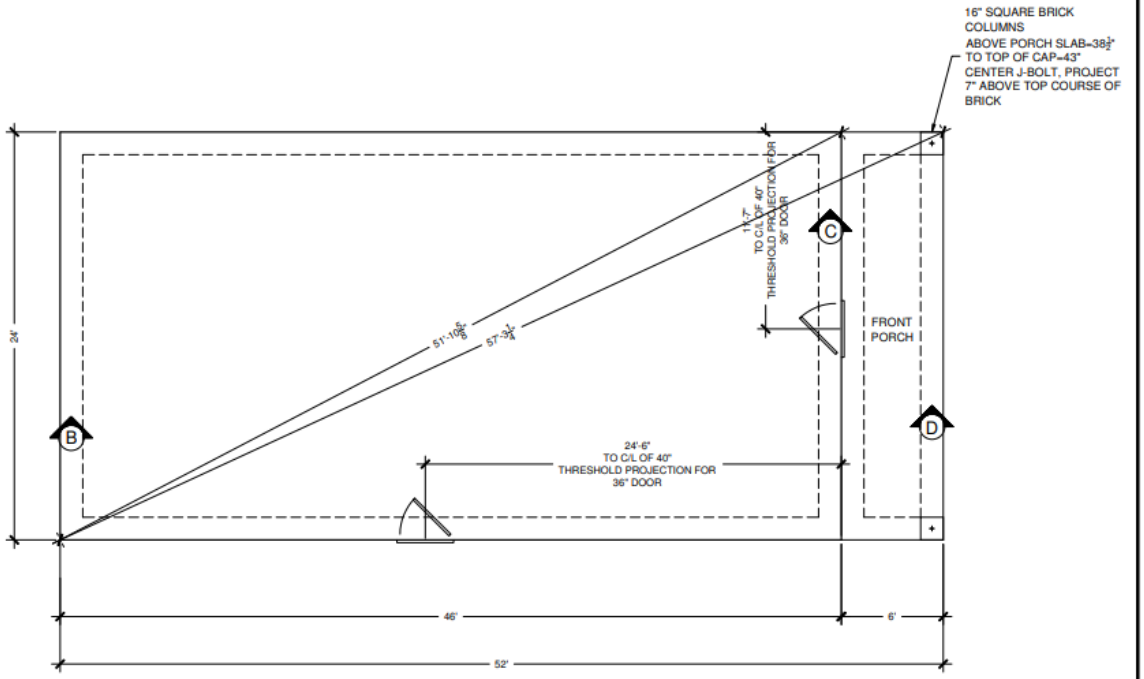
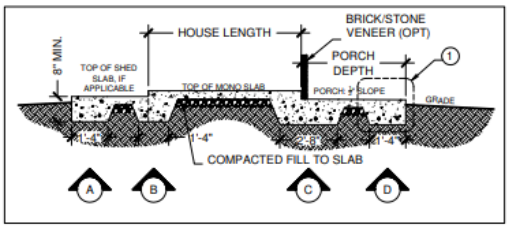
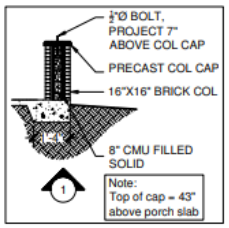
MONOLITHIC SLAB FOUNDATION NOTES:

1. Dig continuous footing under all foundation walls; 8" minimum thickness, with (2) #4 rebars, continuous, on supports, @ 4'-0" O.C. max.
2. All walls, including porches, must be inside set back lines.
3. See plan for thickened slab/load bearing interior wall locations (if applicable): 10" deep x 18" wide minimum footing with (2) #4 continuous rebar.
4. Top of rowlock on porch to be approx. 4" lower than top of house slab.
5. 4" of 3,000 PSI fiber reinforced concrete, 10 mil. vapor barrier with min. 4" washed stone or equiv recycled concrete over compacted fill, R-5 rigid insulation.
6. **Foundation Strap Anchors:** Simpson Strong-Tie MAB23 mud sill anchor, or equivalent, located within 12" of each corner, both sides of exterior doors, and a minimum of every 32" O.C., 15" minimum embedment. Locate straps within 12" each side of splice, per R403.1.6.
7. Termite Treatment: Structure to be treated for termites when framing is complete.

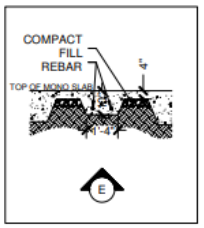




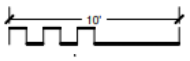
MONOLITHIC SLAB FOUNDATION DETAILS CROSS SECTION
NOT TO SCALE; FINAL GRADE DETERMINES FOUNDATION AND PORCH HEIGHTS



BRICK/STONE COLUMN CROSS SECTION, IF APPLICABLE



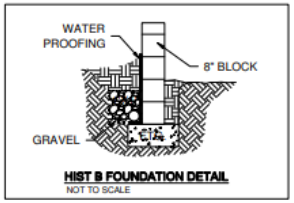
THICKENED SLAB CROSS SECTION



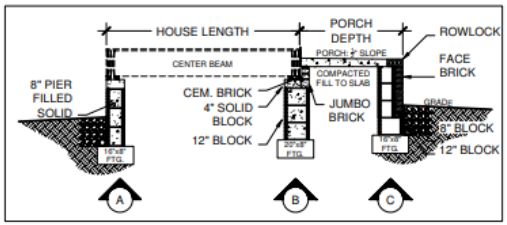
HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE:Jones.dwg		SHEET #: 12
FLOOR PLAN: JONES LEFT SHEET TITLE: SLAB-MONOLITHIC	DWG DATE: FEB 1, 2019 PLOT DATE: Feb. 1, 19	Habitat for Humanity® Charlotte

HISTORIC "B" CRAWL FOUNDATION NOTES:

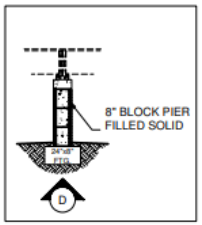
1. Wall Vented Crawl Space per NCRC 2018 R408.
2. Maintain minimum floor joist clearance of 18" to grade and minimum dropped girder clearance of 12" to grade.
3. All walls, including porches, must be inside set back lines.
4. Dig continuous 16" wide footing under all foundation walls; 8" minimum thickness, per NCRC 2018 Table R403.1(1).
   - 4.1. Pier footings to be 24" X 24" X 8" per NCRC 2018 Table R403.1(2).
5. No interior load bearing walls or point loads. All trusses bear on exterior walls. (**Does not apply to two-story plans -OR- multi-family projects**).
6. Poured porches-porch floor foundation will be two (2) brick courses plus a rowlock higher than house foundation.
7. Sill anchors/anchor bolt installation: ½" Ø J-bolts, 6'-0" O.C. & within 12" of corners, then doubled every 12', per NCRC 2018 R403.1.6 & R602.11.
8. Minimum 6 mil. polyethylene vapor retarder, joints lapped not less than 12", per NCRC 2018 R408.2.
9. 8" X 16" foundation vents to be located within 3' of corners, per NCRC 2018 R408.1.2.
10. Crawl space door- Minimum 18" X 24" access opening per NCRC 2018 R408.8; finished grade to determine access location, see Site Prep. Supervisor.
11. Termite Treatment: Structure to be treated for termites when framing is complete.



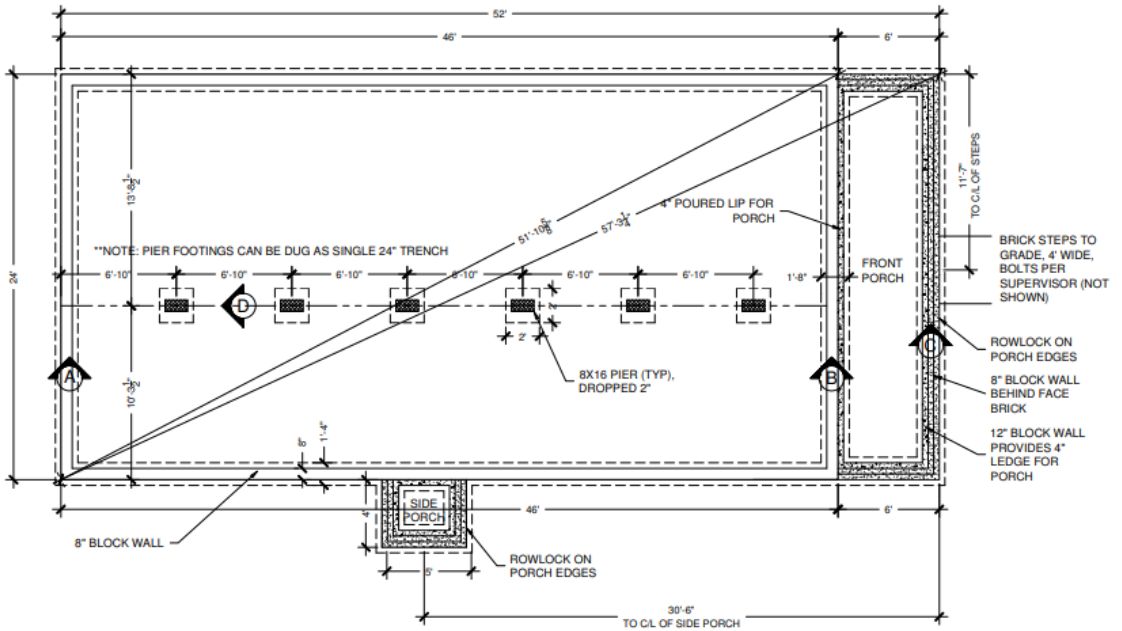
HIST B FOUNDATION DETAIL
NOT TO SCALE

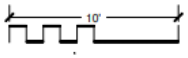


CRAWL HISTORIC B FOUNDATION DETAILS CROSS SECTION
NOT TO SCALE; FINAL GRADE DETERMINES FOUNDATION AND PORCH HEIGHTS



CRAWL HISTORIC B CENTER PIER CROSS SECTION





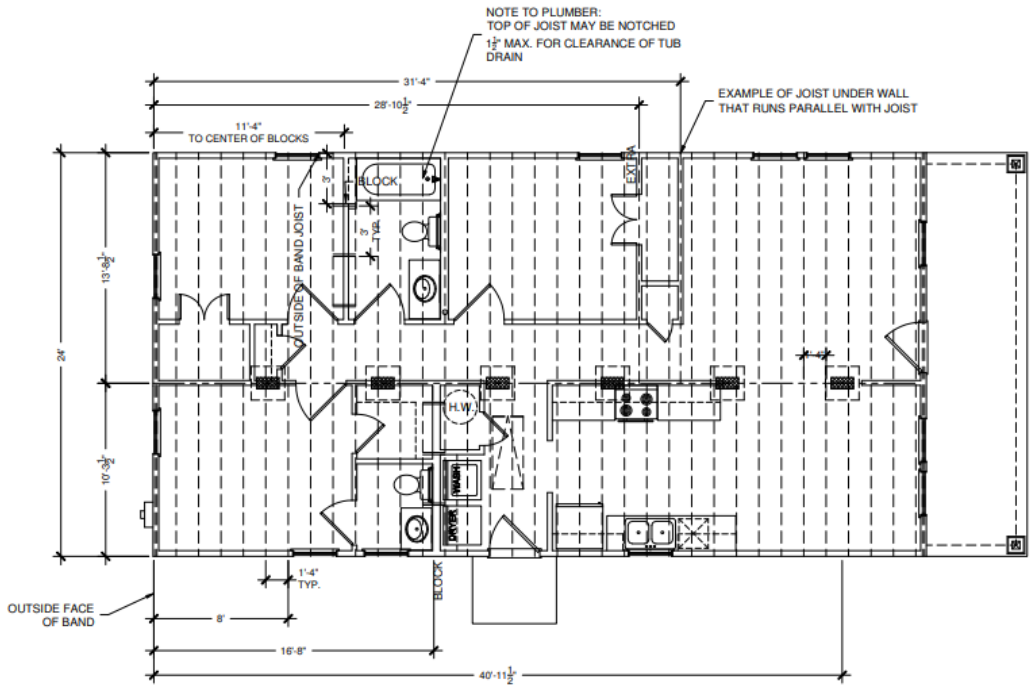
HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE:Jones.dwg FLOOR PLAN:JONES LEFT DWG DATE: FEB 1, 2019 SHEET TITLE:CRAWL-HISTORIC B PLOT DATE: Feb. 1, 19	Habitat for Humanity® Charlotte	SHEET #: 13

CRAWL FRAMING NOTES:

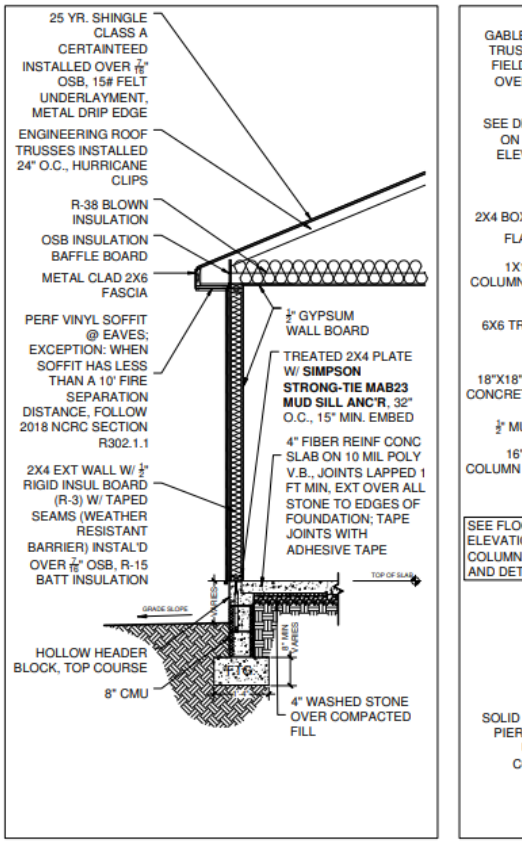
1. Long walls that run parallel with joists need a joist or blocking underneath. Place 2X10 blocking @ 3'-0" O.C.; consider plumbing when running extra joists
2. Dimensions are to outside face or block & center of joist unless otherwise noted
3. Use pressure treated lumber adjacent to all foundation brick and block material

FLOOR SYSTEM:

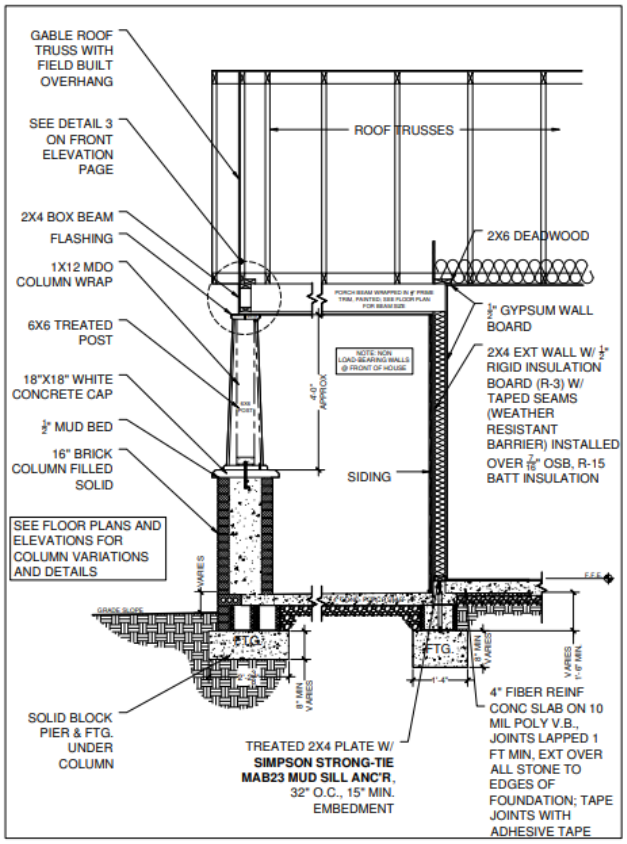
- Mud sill: 2X6 pressure treated lumber attached to foundation walls using pre-placed ½" Ø J-bolts, washer, and nut.
- Band Joists: 2X10 #1 or better grade Southern Pine.
- Girders: (2) 2X12 #1 or better grade Southern Pine per NCRC 2018 R502.5, R602.7(1), R602.7(2), and R602.7(3).
- Floor Joists: 2X10 #2 Southern Pine per NCRC 2018 Table R502.3.1(1) and R502.3.1(2)
  - Top edges flush with girders & band joists; **center piers dropped 2"**.
  - Joists to be framed into the side of wood girder and supported on ledger strips not less than nominal 2"X2" per NCRC 2018 R502.6.2.
- Floor Sheathing: 4'X8'X¾" T&G plywood, installed perpendicular to floor joists, fastened with 8d common nails.



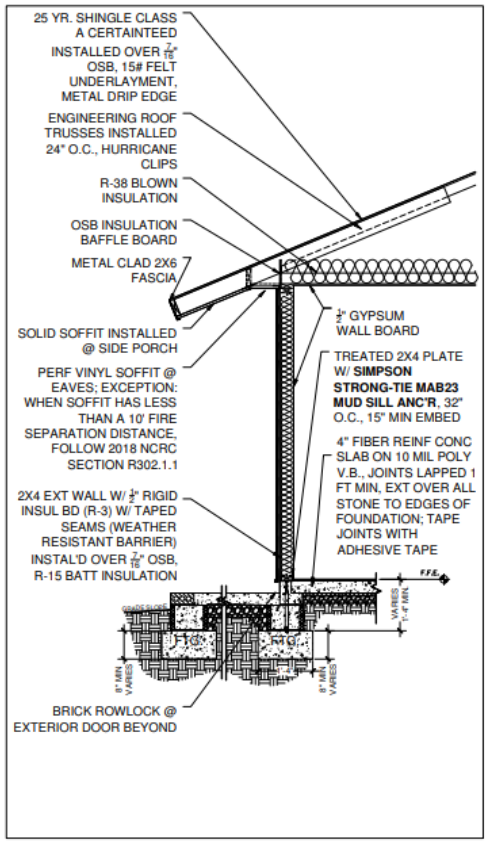
HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE:Jones.dwg FLOOR PLAN:JONES LEFT SHEET TITLE:JOIST	DWG DATE: FEB 1, 2019 PLOT DATE: Feb. 1, 19	Habitat for Humanity® Charlotte	SHEET #: 14



1 EXTERIOR WALL SECTION (TYP)



2 FRONT PORCH/BEAM SECTION



3 SECTION @ SIDE PORCH (IF APPLICABLE)

Stud Spacing:
Exterior Walls: 2x4s @ 24" O.C.
Interior Walls: 2x4s @ 24" O.C.
- No interior load bearing walls or point loads. All trusses bear on exterior walls.

Note:
House to be treated with termite treatment when framing is complete. See "Foundation Plans" for more information.

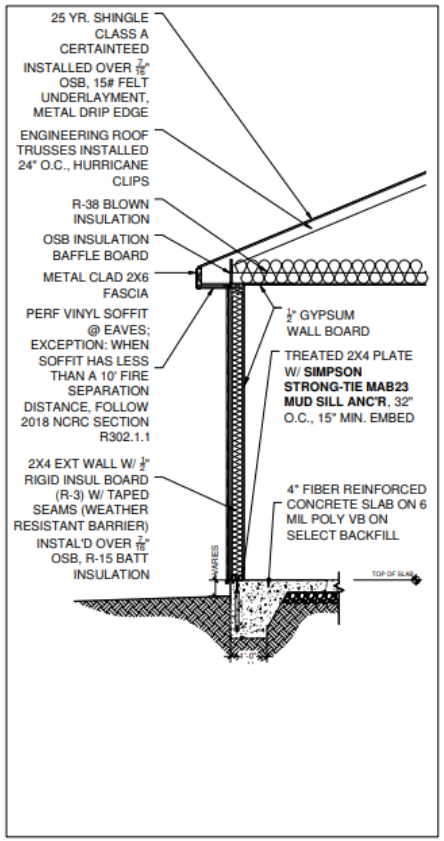
Note:
This house shall not be constructed on a site where finished face of exterior walls is less than 5' from property lines.

HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org

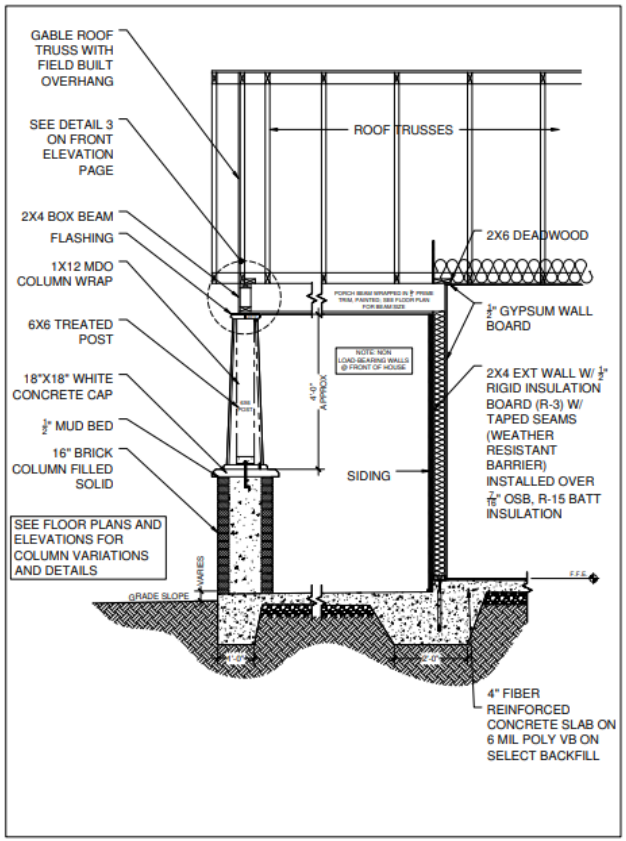
FILE:WALL SECTIONS 2018.dwg
FLOOR PLAN: WALL SECTIONS DWG DATE: FEB 1, 2019
SHEET TITLE:HISTORIC B SLAB PLOT DATE: Feb. 1, 19

Habitat for Humanity® Charlotte

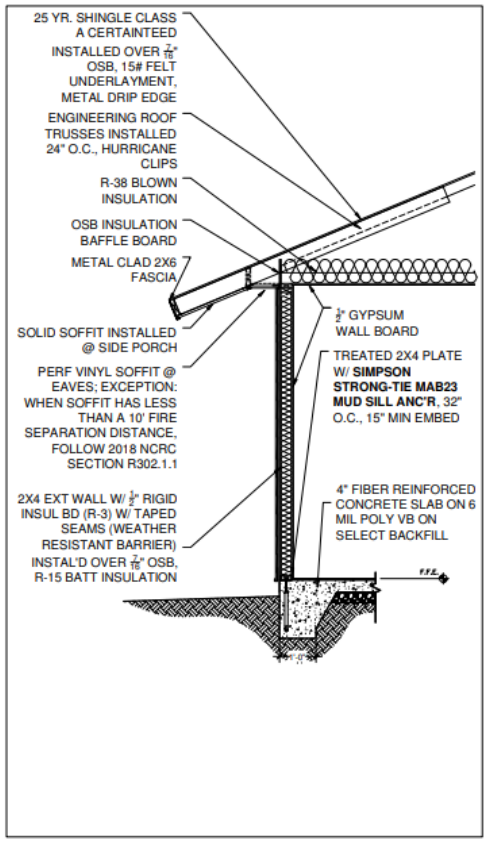
SHEET #: WS-1



1 EXTERIOR WALL SECTION (TYP)



2 FRONT PORCH/BEAM SECTION



3 SECTION @ SIDE PORCH (IF APPLICABLE)

Stud Spacing:
Exterior Walls: 2x4s @ 24" O.C.
Interior Walls: 2x4s @ 24" O.C.
- No interior load bearing walls or point loads. All trusses bear on exterior walls.

Note:
House to be treated with termite treatment when framing is complete. See "Foundation Plans" for more information.

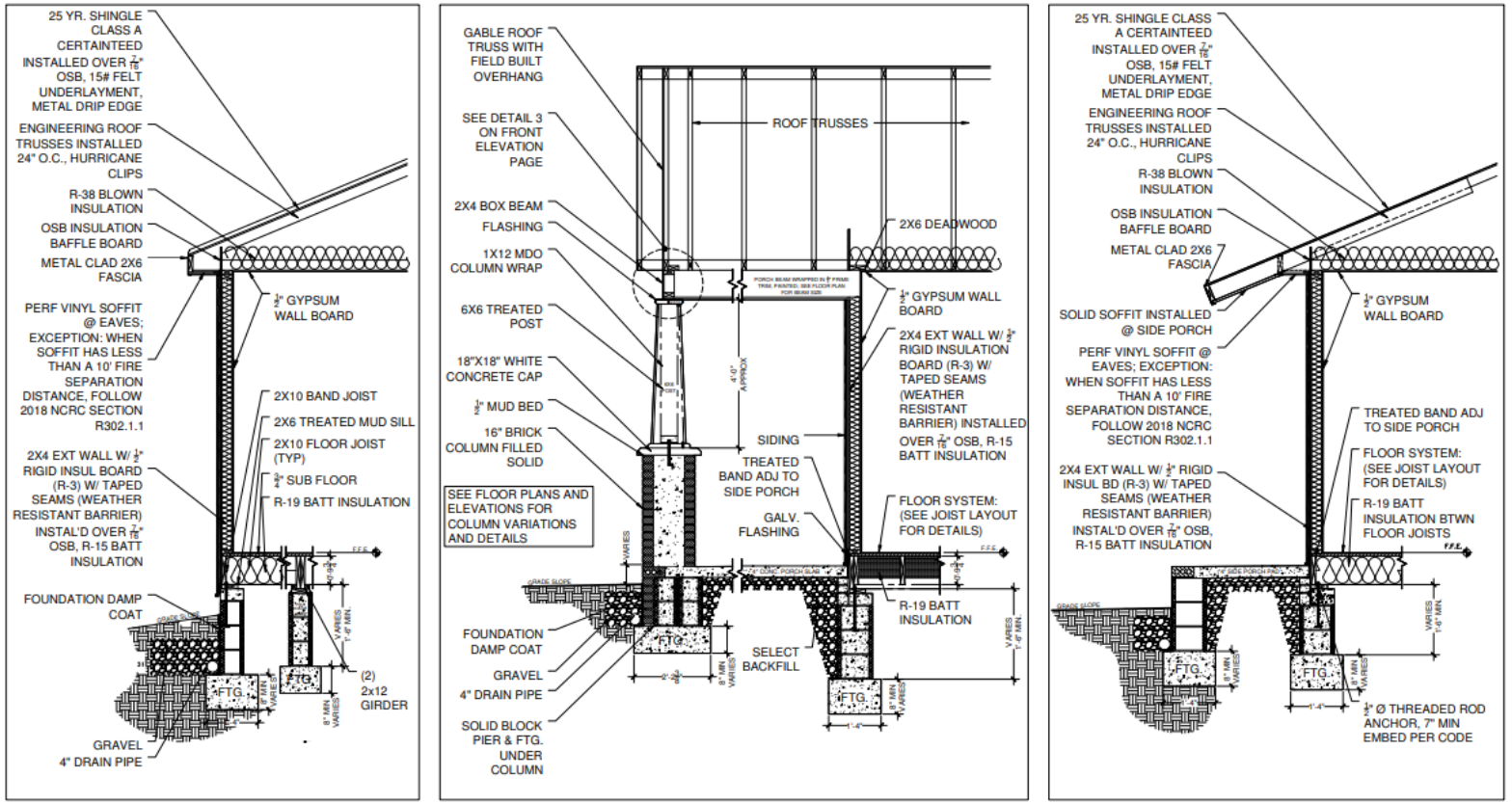
Note:
This house shall not be constructed on a site where finished face of exterior walls is less than 5' from property lines.

HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org

FILE:WALL SECTIONS 2018.dwg
FLOOR PLAN:WALL SECTIONS DWG DATE:FEB 1, 2019
SHEET TITLE:MONO SLAB PLOT DATE: Feb. 1, 19

Habitat for Humanity Charlotte

SHEET #: WS-2



1 EXTERIOR WALL SECTION (TYP)

2 FRONT PORCH/BEAM SECTION

3 SECTION @ SIDE PORCH (IF APPLICABLE)

Stud Spacing:
Exterior Walls: 2x4s @ 24" O.C.
Interior Walls: 2x4s @ 24" O.C.
- No interior load bearing walls or point loads. All trusses bear on exterior walls.

Note:
House to be treated with termite treatment when framing is complete. See "Foundation Plans" for more information.

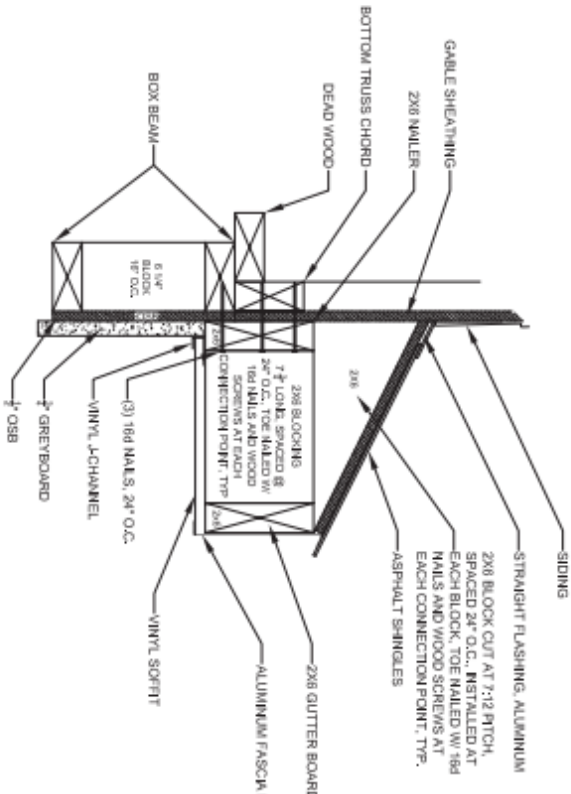
Note:
This house shall not be constructed on a site where finished face of exterior walls is less than 5' from property lines.

HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org

FILE:WALL SECTIONS 2018.dwg
FLOOR PLAN:WALL SECTIONS DWG DATE:FEB 1, 2019
SHEET TITLE: HISTORIC B CRAWL PLOT DATE: Feb. 1, 19

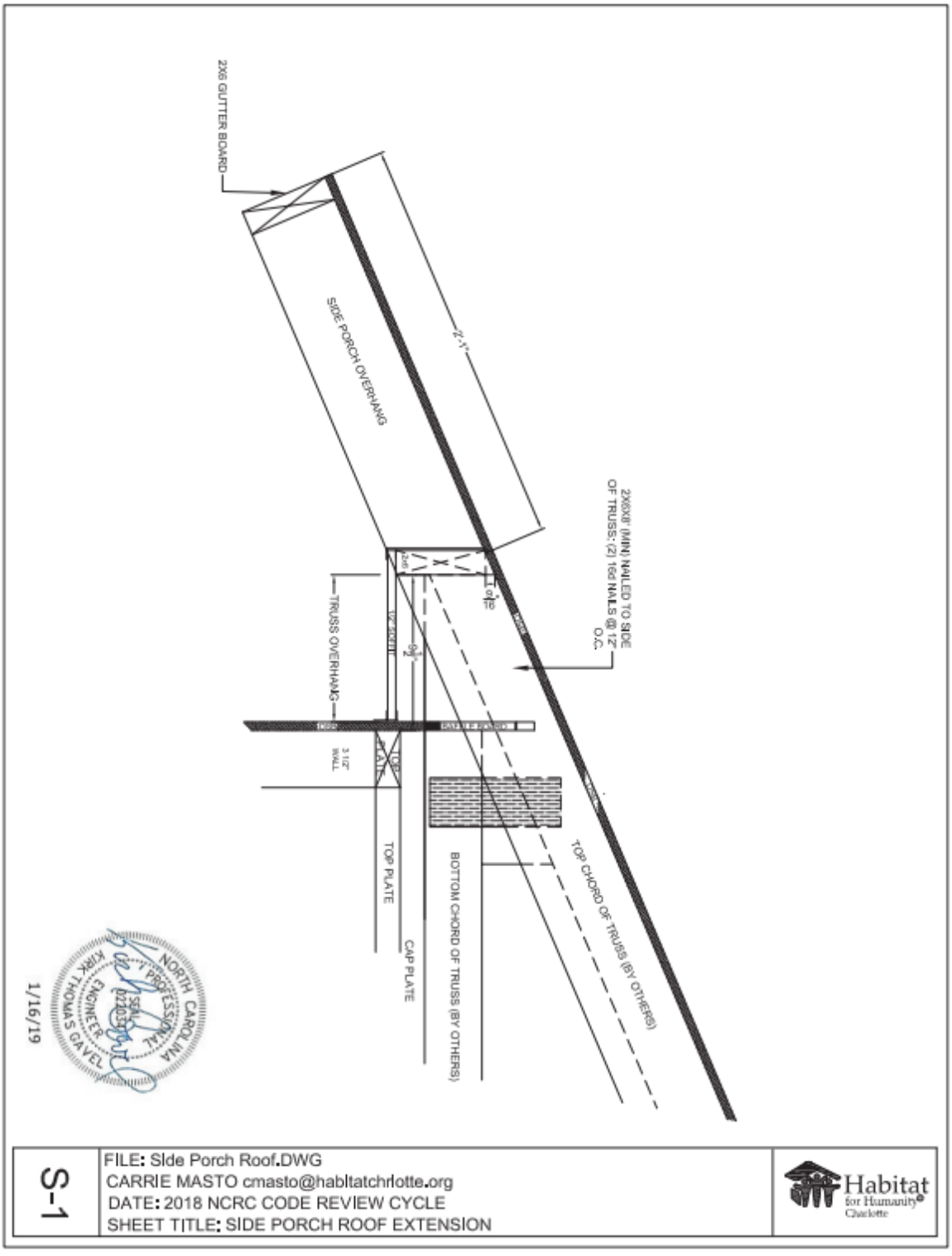
Habitat for Humanity® Charlotte

SHEET #: WS-3





S-2	FILE: Side Porch Roof.DWG CARRIE MASTO cmasto@habitatchrlotte.org DATE: 2018 NCRC CODE REVIEW CYCLE SHEET TITLE: SHINGLE RETURN	Habitat for Humanity Charlotte


2X6 GUTTER BOARD
SIDE PORCH OVERHANG
2'-1"
2X6X8' (MIN) NAILED TO SIDE OF TRUSS: (2) 16d NAILS @ 12" O.C.
TRUSS OVERHANG
TOP PLATE
CAP PLATE
BOTTOM CHORD OF TRUSS (BY OTHERS)
TOP CHORD OF TRUSS (BY OTHERS)
NORTH CAROLINA
PROFESSIONAL
ENGINEER
KIRK THOMAS GAVEL
1/16/19
S-1
FILE: Side Porch Roof.DWG
CARRIE MASTO cmasto@habitatchrlotte.org
DATE: 2018 NCRC CODE REVIEW CYCLE
SHEET TITLE: SIDE PORCH ROOF EXTENSION
Habitat for Humanity Charlotte

ESTIMATED COST BREAKDOWN, HOME FUNDS AND SALE PRICE
(EXPLANATION ATTACHED)

PROJECT ADDRESS: 1327 Duncan Avenue
NEIGHBORHOOD: Napier Heights
TYPE: [x]New Construction [ ]Rehabilitation
LOT SIZE: 50'x115'=.13ac
NUMBER OF BEDROOMS: [X] 5 [ ]4 [ ]3 [ ]2
NUMBER OF BATHROOMS: [X]2+ [ ]2 [ ]1
SF HEATED SPACE: 1680 sq ft

LAND, CONSTRUCTION & SOFT COST ESTIMATES

Land & Construction Costs

2,500	Site Preparation	
10,000	Land Acquisition	
142,800	GC Contract Amount	**85.00** Per SF
15,000	Construction Management	
2,725	In-Kind Materials	
14,280	Contingency Fee (materials)	
187,305	Total Estimated Land & Construction Costs	**111.50** Per SF

Soft Costs

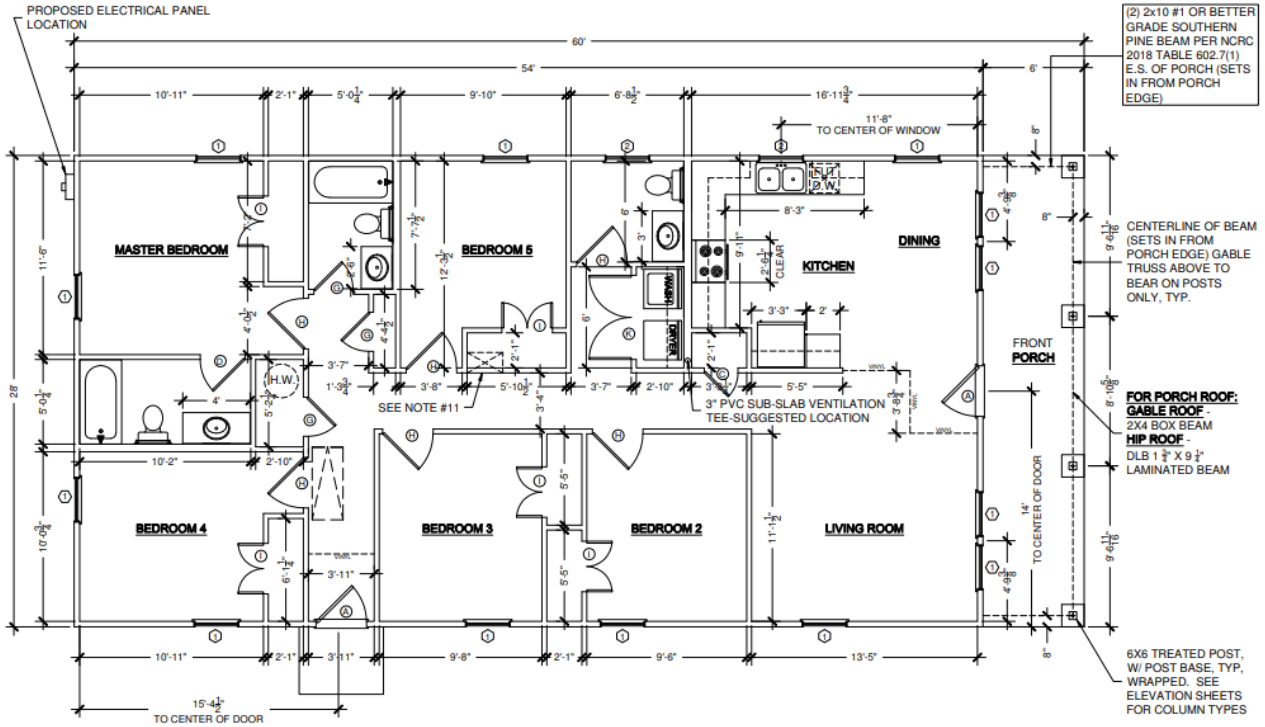
350	Appraisal [NP]	
500	Application Fees	
750	Attorney	
900	Audit	
2,000	Interest Costs	
100	Bank Fees	
4,500	Property Insurance	
3,000	Surveyor	
300	Inspections	
574	Title Insurance and Recording	
8,000	Developer Fee	
20,974	Total Estimated Soft Costs	**16.81** Per SF

TOTAL COST: 208,279

PROPOSED SALE PRICE: _200,000_____
NON-PROFIT FUNDS: _15,200_____
HOME FUNDS REQUESTED: _193,079_____

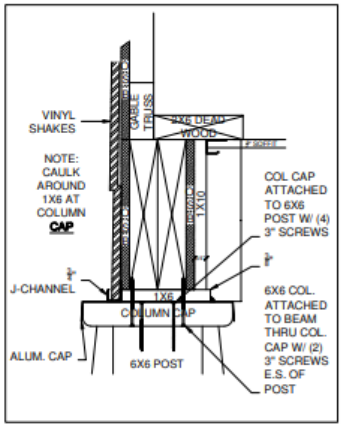
GENERAL NOTES:

1. Plans to be built per the 2018 North Carolina Residential Code.
2. All dimensions from face face of framing.
3. All wall studs are 2X4 unless otherwise noted.
4. Bracing Method: CS-WSP (Continuous Sheathing-Wood Structural Panel) per table 602.10.1.
   - 4.1. ½" X 4' X 8' OSB shall be fastened, continuous, with 8d common nails spaced 6" O.C. at edges and 12" O.C. in the field.
5. ¼" rigid insulation shall be used as water-resistive barrier. All seams and joints to be taped with 2⅜" construction tape.
6. Face of sheathing @ exterior walls to align with face of masonry below.
7. All window locations to be determined on site unless otherwise dimensioned.
8. All windows and doors to be covered by porches and flashed.
9. All windows and doors shall have an overall U-Factor of .35 or less, and a SHGC of .30 or less.
10. Water resistant flooring shall be used in kitchen, bathroom(s), and laundry areas **AND** w/in 3 feet of all exterior doors.
11. Clothes dryer shall be exhausted directly to outdoors.
12. Drain and drain pan -OR- single throw supply valve shall be installed for clothes washer.
13. Water heater to be located in designated closet as shown; drain and drain pan shall be installed; drain shall lead directly to outdoors.
14. HVAC attic return to be located in hall ceiling.
15. Engineered roof trusses (by others) shall be installed 2'-0" O.C., in-line with framing below, shall bear on exterior walls ONLY (unless otherwise noted), have a raised heel, and 12" overhangs.
16. Any building face within 10' of property line requires protection behind aluminum & vinyl soffits per NCRC 2018 Section R302.1.1.
17. TERMITE TREATMENT: Treatment of all framing within 3' of foundation.
18. Insulation shall be installed per manufacturer's specs with no substantial gaps, voids, compressions, or wind intrusion. Insulation and air barrier shall be in physical contact with each other.
19. Seal external cracks, joints, etc. around windows and doors with caulking and install pest proof screens.
20. Provide minimum of 20' X 10' concrete driveway **AND** 4' sidewalk to front door.

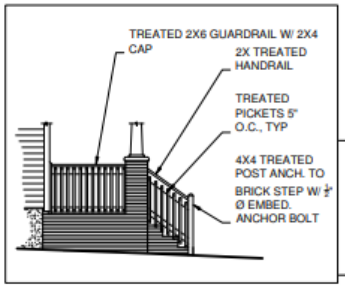


WINDOW SCHEDULE:	DOOR SCHEDULE:	WALL HEADERS:	STUD SPACING:
1. 2'-8"X4'-4" 2. 2'-8" X 3'0" Meets all egress and glazing requirements per 2018 NC RES BLDG Code	(A) 36" Exterior Metal Entry Door (B) 32" Exterior Metal Entry Door (C) 24" Interior Door (D) 32" Interior Door (E) 18" Interior Door (F) 30" Interior Door (G) 28" Interior Door (H) 36" Interior Door (I) 36" Bi-hung Interior Door (J) 48" Bi-hung Interior Door (K) 60" Bi-hung Interior Door	Windows (2) 2X6 Exterior Doors (2) 2X10 #1 or better grade Southern Pine lumber Per NCRC 2018 Table R602.7(1) **JACK STUD REQ:** Windows/Doors (1) Per NCRC 2018 Table R602.7(1)	Exterior Walls - 2X4s @ 24" O.C. Interior Walls - 2X4s @ 24" O.C. ***NOTE:** No interior load bearing walls -OR- point loads. All trusses bear on exterior walls. **SQUARE FOOTAGE:** Heated: 1512 SF Unheated: 168 SF (covered porches)

HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE:Lowery.dwg	Habitat for Humanity® Charlotte	SHEET #: 1
FLOOR PLAN:LOWERY RIGHT DWG DATE: MAR 1, 2019 SHEET TITLE:FLOOR PLAN PLOT DATE: Mar. 2, 19		

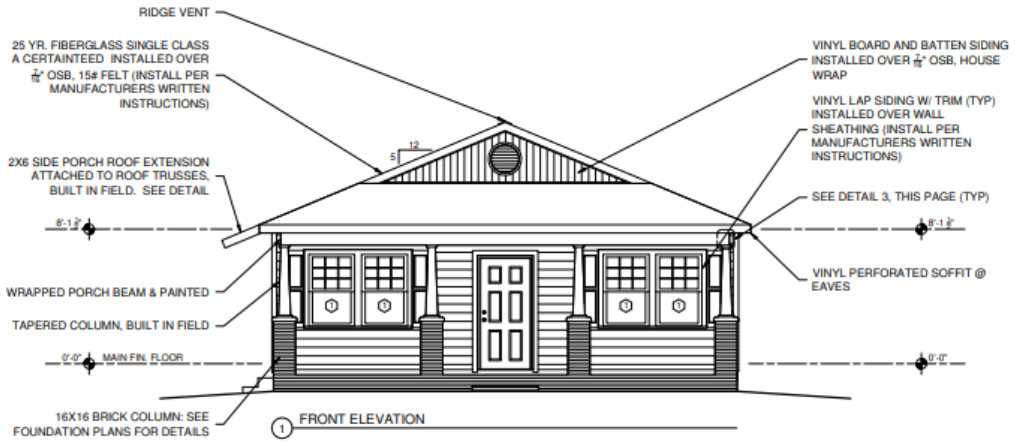


3 COLUMN CAP DETAIL

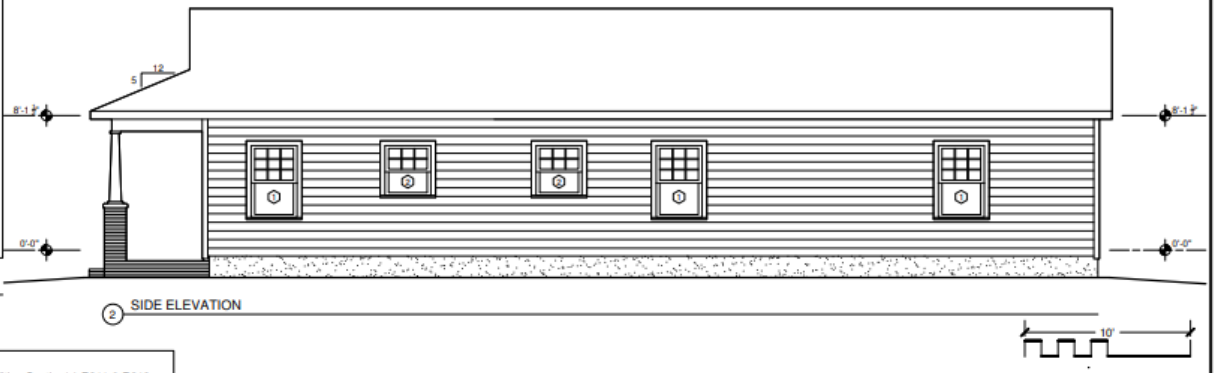


4 HANDRAIL/GUARD RAIL DETAIL

HANDRAILS & GUARDRAILS: SHALL COMPLY WITH NCRC 2018 SECTION(S) R311 & 311



1 FRONT ELEVATION

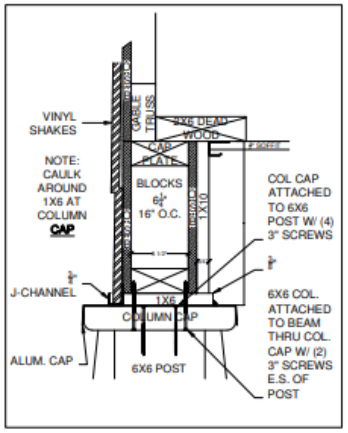


2 SIDE ELEVATION

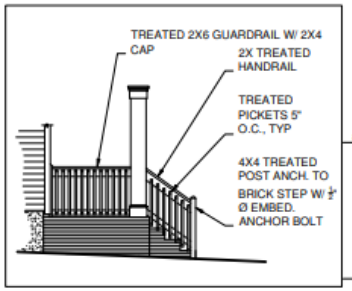
ELEVATION NOTES:
1. **Handrails & Guardrails:** Shall comply with NCRC 2018 Edition Section(s) R311 & R312

HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE:Lowery.dwg	SHEET #: 2
FLOOR PLAN:LOWERY RIGHT DWG DATE: MAR 1, 2019 SHEET TITLE:ELEVATION A-1 of 2 PLOT DATE: Mar. 2, 19	Habitat for Humanity Charlotte

RIDGE VENT
25 YR. FIBERGLASS SINGLE CLASS A CERTAINTEED INSTALLED OVER 7/16" OSB, 15# FELT (INSTALL PER MANUFACTURERS WRITTEN INSTRUCTIONS)
2X6 SIDE PORCH ROOF EXTENSION ATTACHED TO ROOF TRUSSES, BUILT IN FIELD. SEE DETAIL
VINYL LAP SIDING W/ TRIM (TYP) INSTALLED OVER WALL SHEATHING (INSTALL PER MANUFACTURERS WRITTEN INSTRUCTIONS)
VINYL PERFORATED SOFFIT @ EAVES
MAIN FN. FLOOR
1 REAR ELEVATION
2 SIDE ELEVATION
HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org
FILE:Lowery.dwg
FLOOR PLAN:LOWERY RIGHT
DWG DATE: MAR 1, 2019
SHEET TITLE:ELEVATION A-2 of 2
PLOT DATE: Mar. 2, 19
Habitat for Humanity® Charlotte
SHEET #:
3

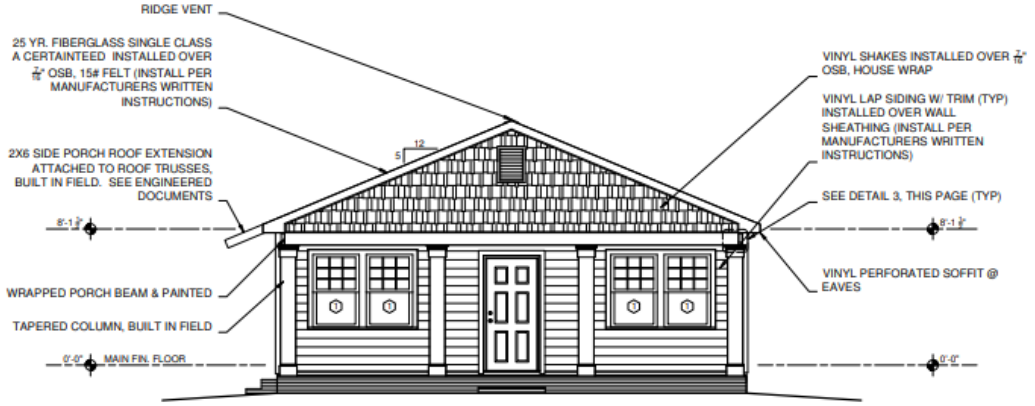


3 COLUMN CAP DETAIL

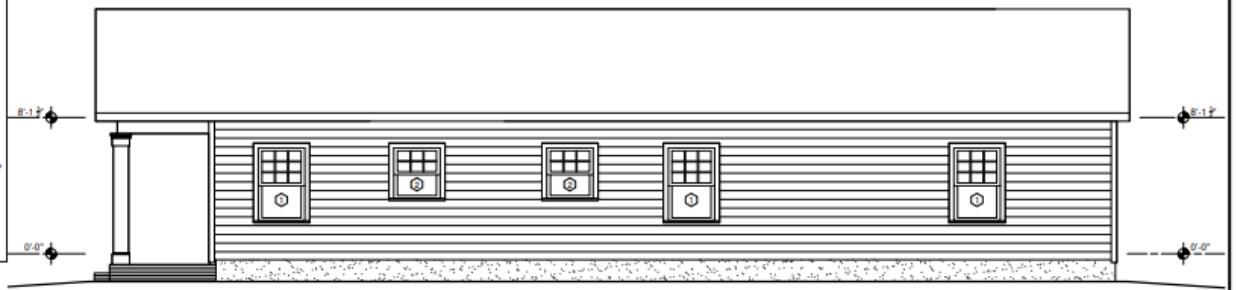


4 HANDRAIL/GUARD RAIL DETAIL

HANDRAILS & GUARDRAILS: SHALL COMPLY WITH NCRC 2018 SECTION(S) R311 & 311



1 FRONT ELEVATION



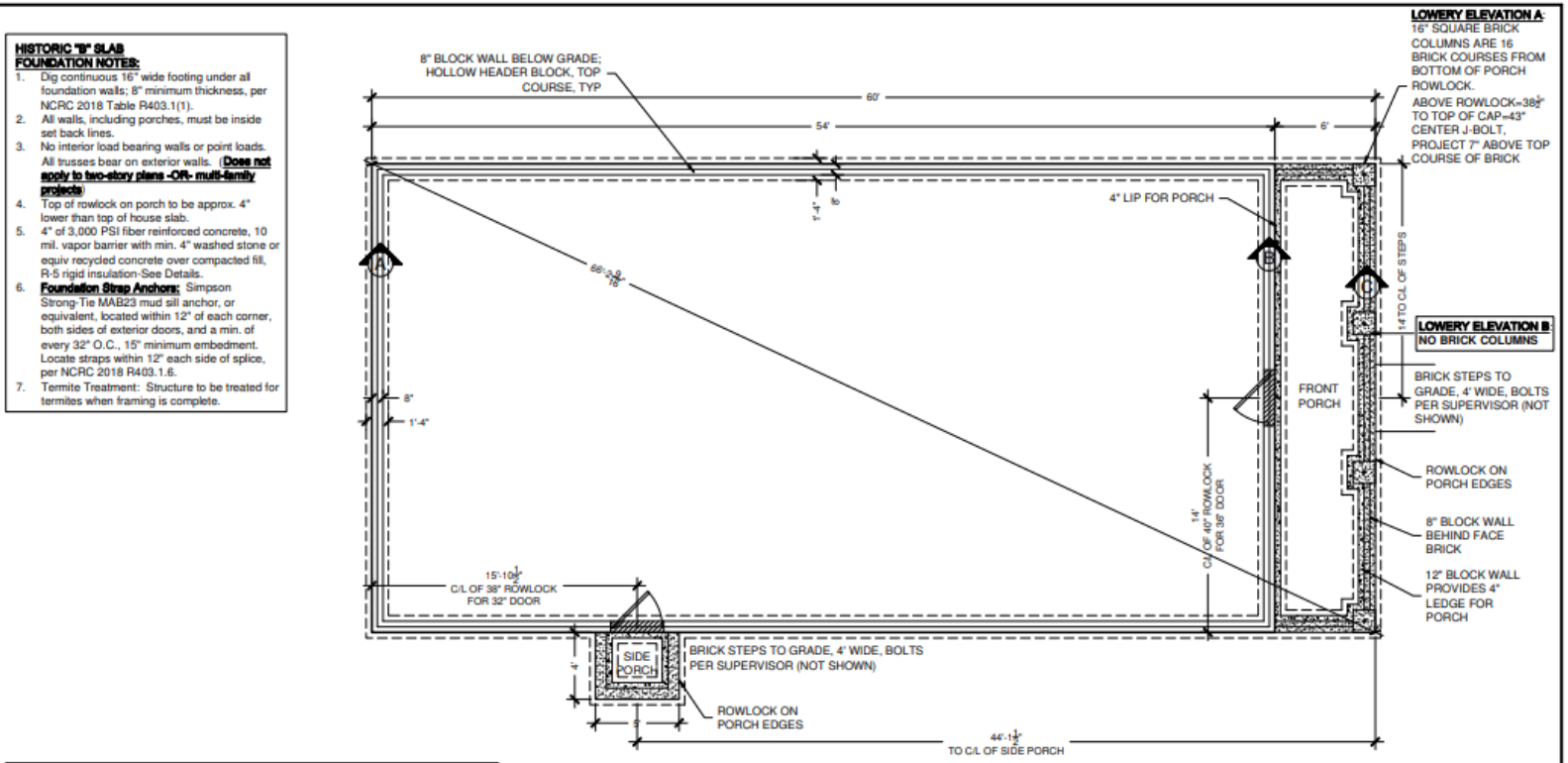
2 SIDE ELEVATION

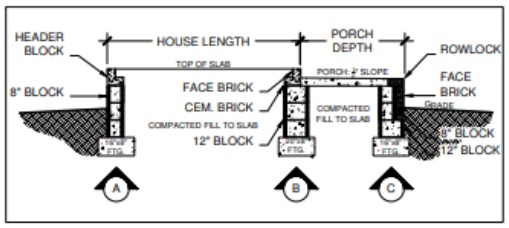
HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE:Lowery.dwg FLOOR PLAN:LOWERY RIGHT DWG DATE: MAR 1, 2019 SHEET TITLE:ELEVATION B-1 of 2 PLOT DATE: Mar. 2, 19	Habitat for Humanity® Charlotte	SHEET #: 4

RIDGE VENT
25 YR. FIBERGLASS SINGLE CLASS A CERTAINTEED INSTALLED OVER ½" OSB, 15# FELT (INSTALL PER MANUFACTURERS WRITTEN INSTRUCTIONS)
2X6 SIDE PORCH ROOF EXTENSION ATTACHED TO ROOF TRUSSES. BUILT IN FIELD. SEE ENGINEERED DOCUMENTS
VINYL LAP SIDING W/ TRIM (TYP) INSTALLED OVER WALL SHEATHING (INSTALL PER MANUFACTURERS WRITTEN INSTRUCTIONS)
VINYL PERFORATED SOFFIT @ EAVES
MAIN FIN. FLOOR
1 REAR ELEVATION
2 SIDE ELEVATION
10'
HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org
FILE:Lowery.dwg
FLOOR PLAN:LOWERY RIGHT
SHEET TITLE:ELEVATION B 2 of 2
DWG DATE: MAR 1, 2019
PLOT DATE: Mar 2, 19
Habitat for Humanity® Charlotte
SHEET #:
5

HISTORIC "B" SLAB FOUNDATION NOTES:

1. Dig continuous 16" wide footing under all foundation walls; 8" minimum thickness, per NCRC 2018 Table R403.1(1).
2. All walls, including porches, must be inside set back lines.
3. No interior load bearing walls or point loads. All trusses bear on exterior walls. (**Does not apply to two-story plans -OR- multi-family projects**)
4. Top of rowlock on porch to be approx. 4" lower than top of house slab.
5. 4" of 3,000 PSI fiber reinforced concrete, 10 mil. vapor barrier with min. 4" washed stone or equiv recycled concrete over compacted fill, R-5 rigid insulation-See Details.
6. **Foundation Strap Anchors:** Simpson Strong-Tie MAB23 mud sill anchor, or equivalent, located within 12" of each corner, both sides of exterior doors, and a min. of every 32" O.C., 15" minimum embedment. Locate straps within 12" each side of splice, per NCRC 2018 R403.1.6.
7. Termite Treatment: Structure to be treated for termites when framing is complete.





SLAB HISTORIC B FOUNDATION DETAILS CROSS SECTION
NOT TO SCALE; FINAL GRADE DETERMINES FOUNDATION AND PORCH HEIGHTS

10'

HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE:Lowery.dwg	SHEET #: 6
FLOOR PLAN:LOWERY RIGHT — DWG DATE: MAR 1, 2019 SHEET TITLE:SLAB-HISTORIC B — PLOT DATE: Mar. 2, 19	Habitat for Humanity® Charlotte

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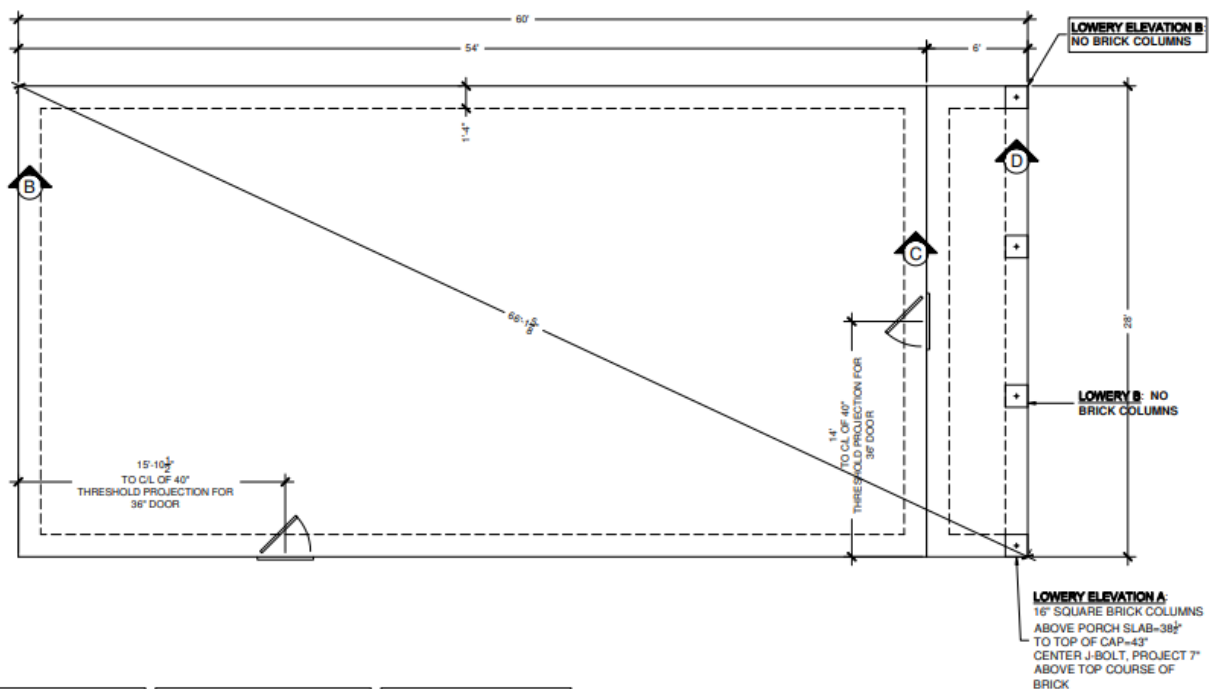
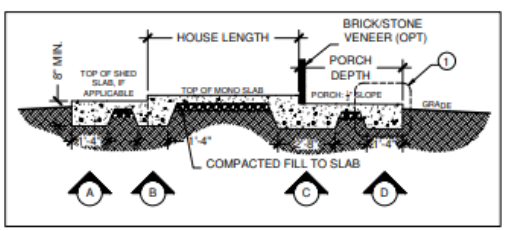
MONOLITHIC SLAB FOUNDATION NOTES:

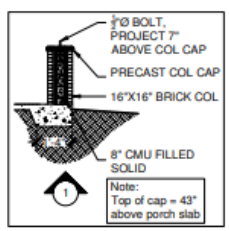
1. Dig continuous footing under all foundation walls; 8" minimum thickness, with (2) #4 rebars, continuous, on supports, @ 4'-0" O.C. max.
2. All walls, including porches, must be inside set back lines.
3. See plan for thickened slab/load bearing interior wall locations (if applicable): 10" deep x 18" wide minimum footing with (2) #4 continuous rebar.
4. Top of rowlock on porch to be approx. 4" lower than top of house slab.
5. 4" of 3,000 PSI fiber reinforced concrete, 10 mil. vapor barrier with min. 4" washed stone or equiv recycled concrete over compacted fill, R-5 rigid insulation.
6. **Foundation Strap Anchors:** Simpson Strong-Tie MAB23 mud sill anchor, or equivalent, located within 12" of each corner, both sides of exterior doors, and a minimum of every 32" O.C., 15" minimum embedment. Locate straps within 12" each side of splice, per R403.1.6.
7. Termite Treatment: Structure to be treated for termites when framing is complete.



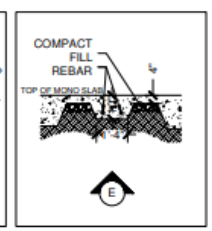


MONOLITHIC SLAB FOUNDATION DETAILS CROSS SECTION

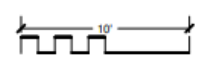
NOT TO SCALE; FINAL GRADE DETERMINES FOUNDATION AND PORCH HEIGHTS



BRICK/STONE COLUMN CROSS SECTION, IF APPLICABLE



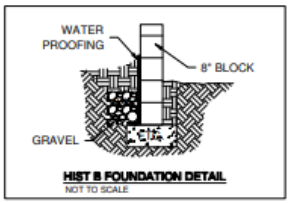
THICKENED SLAB CROSS SECTION



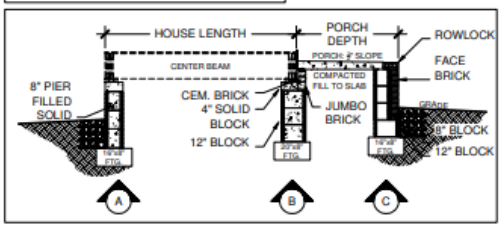
HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE:Lowery.dwg FLOOR PLAN:LOWERY RIGHT DWG DATE: MAR 1, 2019 SHEET TITLE:SLAB-MONOLITHIC PLOT DATE: Mar. 2, 19	Habitat for Humanity© Charlotte	SHEET #: 7

HISTORIC "B" CRAWL FOUNDATION NOTES:

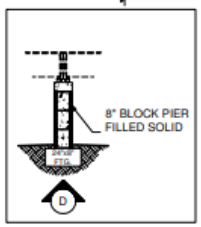
1. Wall Vented Crawl Space per NCRC 2018 R408.
2. Maintain minimum floor joist clearance of 18" to grade and minimum dropped girder clearance of 12" to grade.
3. All walls, including porches, must be inside set back lines.
4. Dig continuous 16" wide footing under all foundation walls; 8" minimum thickness, per NCRC 2018 Table R403.1(1).
   - 4.1. Pier footings to be 24" X 24" X 8" per NCRC 2018 Table R403.1(2).
5. No interior load bearing walls or point loads. All trusses bear on exterior walls. (**Does not apply to two-story plans -OR- multi-family projects**).
6. Poured porches-porch floor foundation will be two (2) brick courses plus a rowlock higher than house foundation.
7. Sill anchors/anchor bolt installation: ½" Ø J-bolts, 6'-0" O.C. & within 12" of corners, then doubled every 12', per NCRC 2018 R403.1.6 & R602.11.
8. Minimum 6 mil. polyethylene vapor retarder, joints lapped not less than 12", per NCRC 2018 R408.2.
9. 8" X 16" foundation vents to be located within 3' of corners, per NCRC 2018 R408.1.2.
10. Crawl space door- Minimum 18" X 24" access opening per NCRC 2018 R408.8; finished grade to determine access location, see Site Prep. Supervisor.
11. Termite Treatment: Structure to be treated for termites when framing is complete.



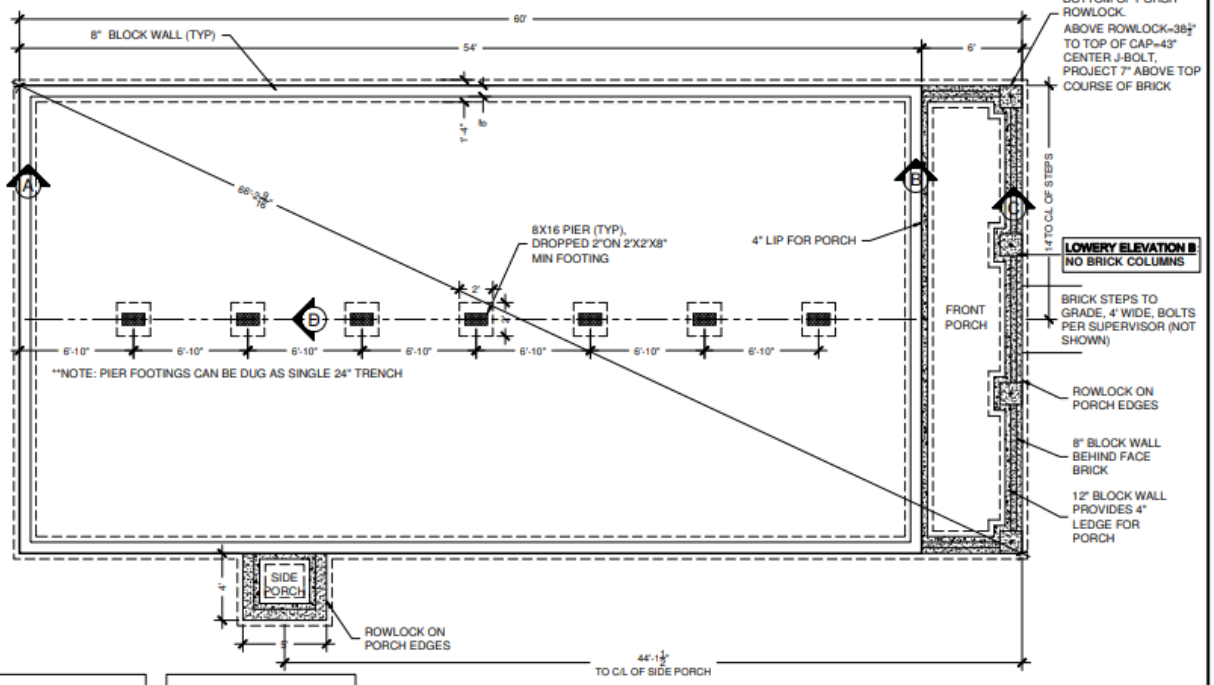
HIST B FOUNDATION DETAIL
NOT TO SCALE



CRAWL HISTORIC B FOUNDATION DETAILS CROSS SECTION
NOT TO SCALE; FINAL GRADE DETERMINES FOUNDATION AND PORCH HEIGHTS



CRAWL HISTORIC B CENTER PIER CROSS SECTION



LOWERY ELEVATION A:
16" SQUARE BRICK COLUMNS ARE 16 BRICK COURSES FROM BOTTOM OF PORCH ROWLOCK.
ABOVE ROWLOCK=38½" TO TOP OF CAP=43" CENTER J-BOLT, PROJECT 7" ABOVE TOP COURSE OF BRICK

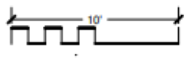
LOWERY ELEVATION B
NO BRICK COLUMNS

BRICK STEPS TO GRADE, 4' WIDE, BOLTS PER SUPERVISOR (NOT SHOWN)

ROWLOCK ON PORCH EDGES

8" BLOCK WALL BEHIND FACE BRICK

12" BLOCK WALL PROVIDES 4" LEDGE FOR PORCH



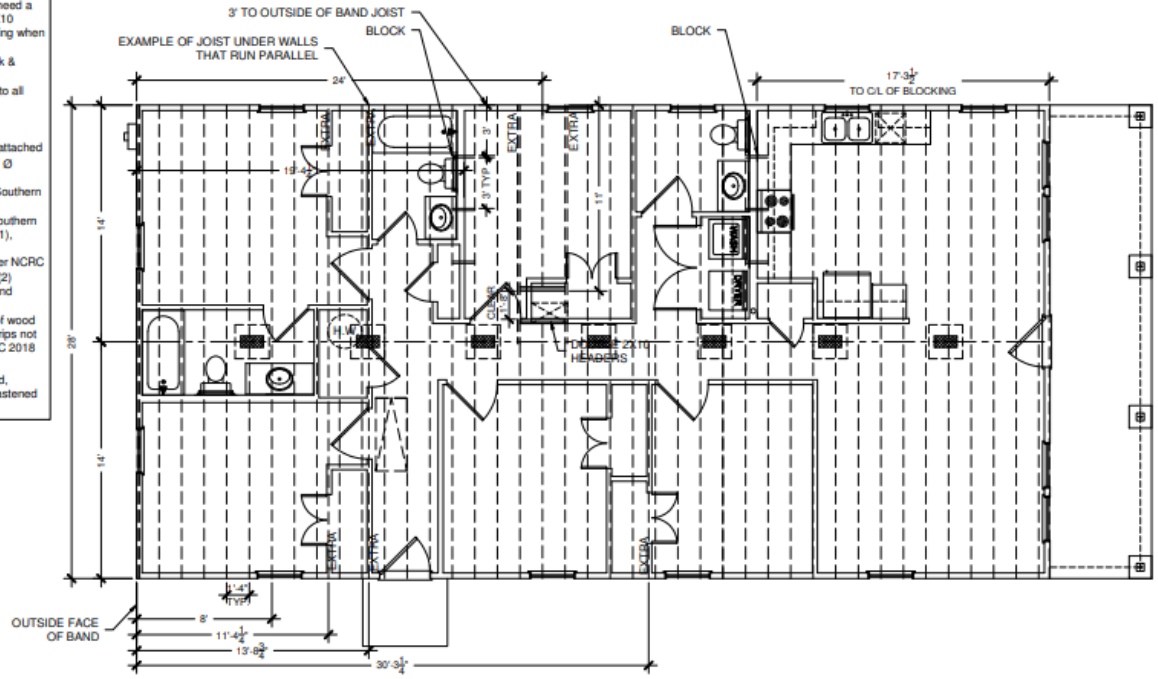
HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE:Lowery.dwg FLOOR PLAN:LOWERY RIGHT DWG DATE: MAR 1, 2019 SHEET TITLE:CRAWL-HISTORIC B PLOT DATE: Mar. 2, 19	Habitat for Humanity© Charlotte	SHEET #: 8

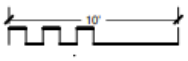
CRAWL FRAMING NOTES:

1. Long walls that run parallel with joists need a joist or blocking underneath. Place 2X10 blocking @ 3'-0" O.C.; consider plumbing when running extra joists
2. Dimensions are to outside face or block & center of joist unless otherwise noted
3. Use pressure treated lumber adjacent to all foundation brick and block material

FLOOR SYSTEM:

- Mud sill: 2X6 pressure treated lumber attached to foundation walls using pre-placed ½" Ø J-bolts, washer, and nut.
- Band Joists: 2X10 #1 or better grade Southern Pine.
- Girders: (2) 2X12 #1 or better grade Southern Pine per NCRC 2018 R502.5, R602.7(1), R602.7(2), and R602.7(3).
- Floor Joists: 2X10 #2 Southern Pine per NCRC 2018 Table R502.3.1(1) and R502.3.1(2)
  - •• Top edges flush with girders & band joists; **center piers dropped 2"**.
  - •• Joists to be framed into the side of wood girder and supported on ledger strips not less than nominal 2"X2" per NCRC 2018 R502.6.2.
- Floor Sheathing: 4'X8'X¾" T&G plywood, installed perpendicular to floor joists, fastened with 8d common nails.

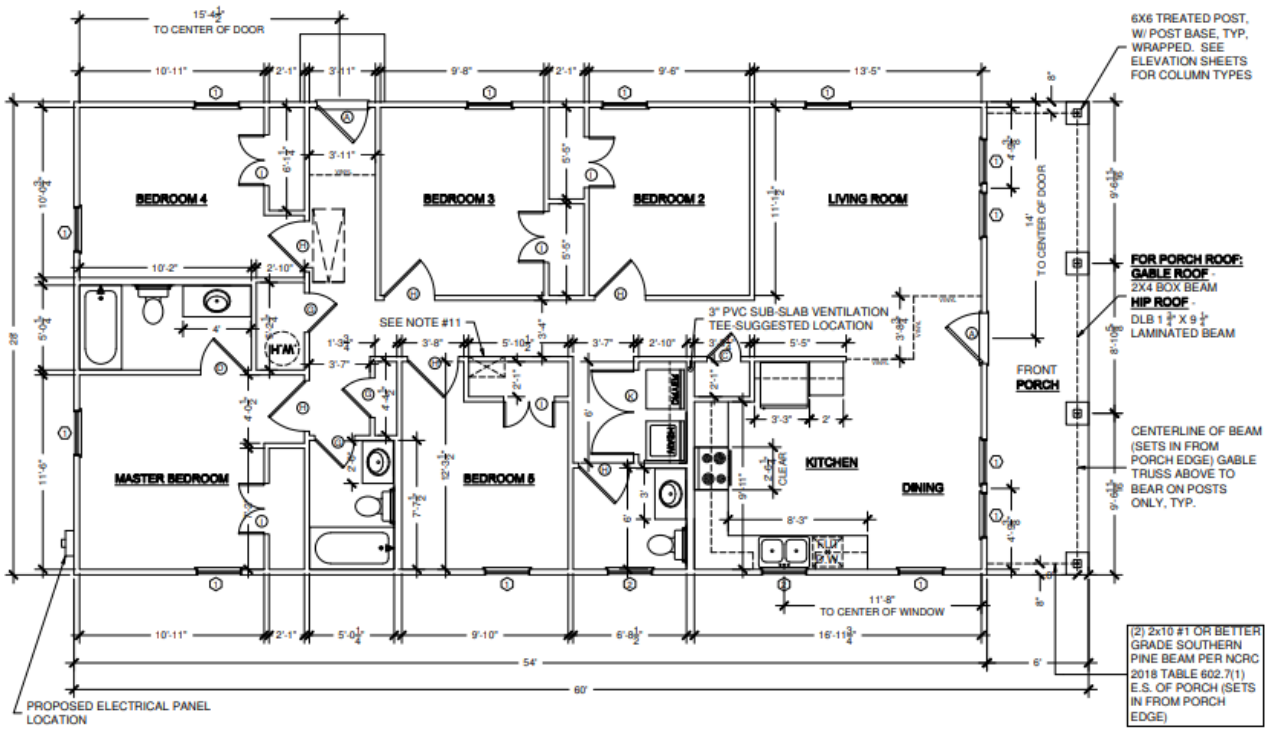




HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE:Lowery.dwg		SHEET #: 9
FLOOR PLAN:LOWERY RIGHT SHEET TITLE:JOIST	DWG DATE: MAR 1, 2019 PLOT DATE: Mar. 2, 19	Habitat for Humanity® Charlotte

GENERAL NOTES:

1. Plans to be built per the 2018 North Carolina Residential Code.
2. All dimensions from face face of framing.
3. All wall studs are 2X4 unless otherwise noted.
4. Bracing Method: CS-WSP (Continuous Sheathing-Wood Structural Panel) per table 602.10.1.
   - 4.1. ½" X 4' X 8' OSB shall be fastened, continuous, with 8d common nails spaced 6" O.C. at edges and 12" O.C. in the field.
5. ¾" rigid insulation shall be used as water-resistive barrier. All seams and joints to be taped with 2½" construction tape.
6. Face of sheathing @ exterior walls to align with face of masonry below.
7. All window locations to be determined on site unless otherwise dimensioned.
8. All windows and doors to be covered by porches and flashed.
9. All windows and doors shall have an overall U-Factor of .35 or less, and a SHGC of .30 or less.
10. Water resistant flooring shall be used in kitchen, bathroom(s), and laundry areas **AND** w/in 3 feet of all exterior doors.
11. Clothes dryer shall be exhausted directly to outdoors.
12. Drain and drain pan -OR- single throw supply valve shall be installed for clothes washer.
13. Water heater to be located in designated closet as shown; drain and drain pan shall be installed; drain shall lead directly to outdoors.
14. HVAC attic return to be located in hall ceiling.
15. Engineered roof trusses (by others) shall be installed 2'-0" O.C., in-line with framing below, shall bear on exterior walls ONLY (unless otherwise noted), have a raised heel, and 12" overhangs.
16. Any building face within 10' of property line requires protection behind aluminum & vinyl soffits per NCRC 2018 Section R302.1.1.
17. TERMITE TREATMENT: Treatment of all framing within 3' of foundation.
18. Insulation shall be installed per manufacturer's specs with no substantial gaps, voids, compressions, or wind intrusion. Insulation and air barrier shall be in physical contact with each other.
19. Seal external cracks, joints, etc. around windows and doors with caulking and install pest proof screens.
20. Provide minimum of 20' X 10' concrete driveway **AND** 4' sidewalk to front door.



WINDOW SCHEDULE:
1. 2'-8"X4'-4"
2. 2'-8" X 3'0"
Meets all egress and glazing requirements per 2018 NC RES BLDG Code

DOOR SCHEDULE:	
A	36" Exterior Metal Entry Door
B	32" Exterior Metal Entry Door
C	24" Interior Door
D	32" Interior Door
E	18" Interior Door
F	30" Interior Door
G	28" Interior Door
H	36" Interior Door
I	36" Bi-hung Interior Door
J	48" Bi-hung Interior Door
K	60" Bi-hung Interior Door

WALL HEADERS:	
Windows	(2) 2X6
Exterior Doors	(2) 2X10
#1 or better grade Southern Pine lumber Per NCRC 2018 Table R602.7(1)	

JACK STUD REQ:	
Windows/Doors	(1)
Per NCRC 2018 Table R602.7(1)	

STUD SPACING:
Exterior Walls - 2X4s @ 24" O.C.
Interior Walls - 2X4s @ 24" O.C.
***NOTE:** No interior load bearing walls -OR- point loads. All trusses bear on exterior walls.

SQUARE FOOTAGE:
Heated: 1512 SF
Unheated: 168 SF (covered porches)

10'

HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org
FILE:Lowery.dwg
FLOOR PLAN:LOWERY LEFT — DWG DATE: MAR 1, 2019
SHEET TITLE:FLOOR PLAN — PLOT DATE: Mar. 2, 19

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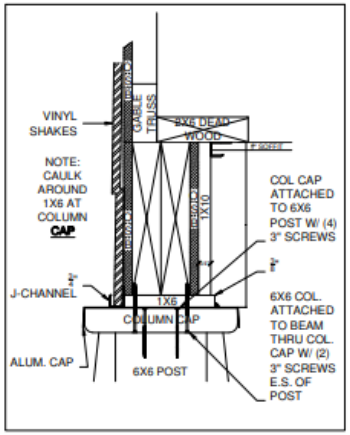
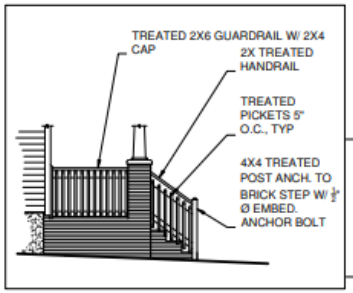
SHEET #: 10

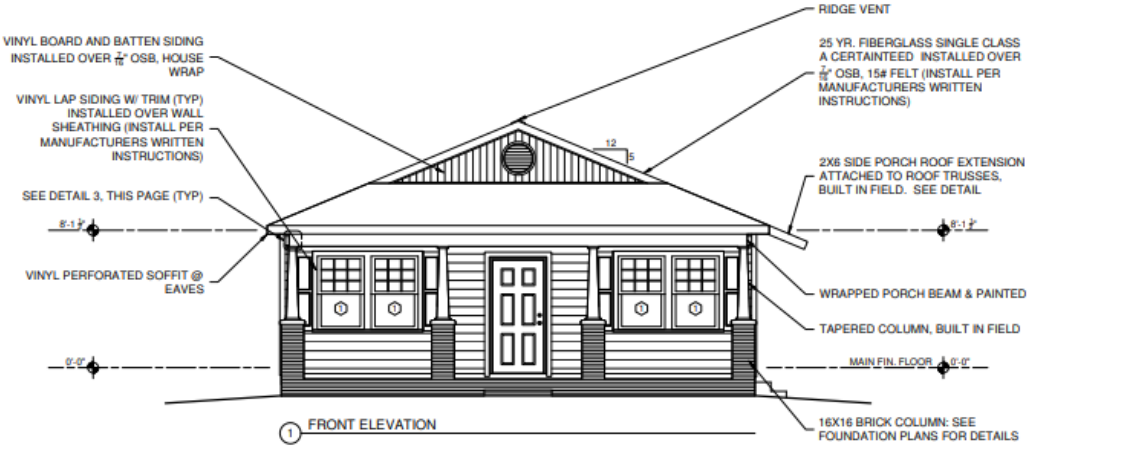


3 COLUMN CAP DETAIL

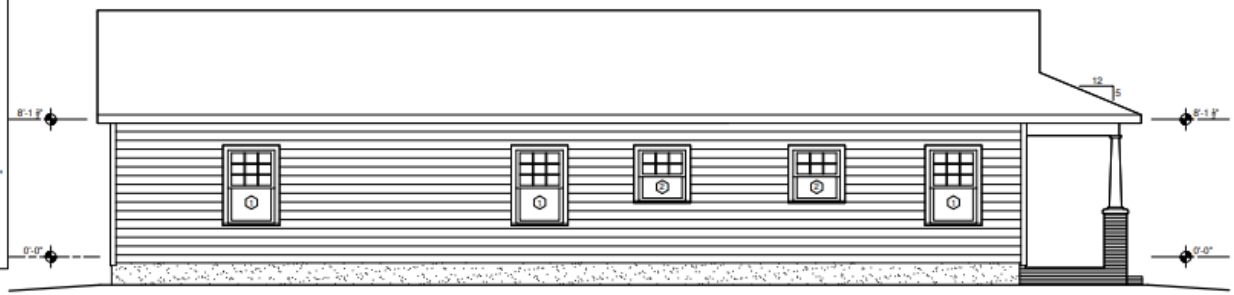


4 HANDRAIL/GUARD RAIL DETAIL

HANDRAILS & GUARDRAILS: SHALL COMPLY WITH NCRC 2018 SECTION(S) R311 & 311



1 FRONT ELEVATION



2 SIDE ELEVATION

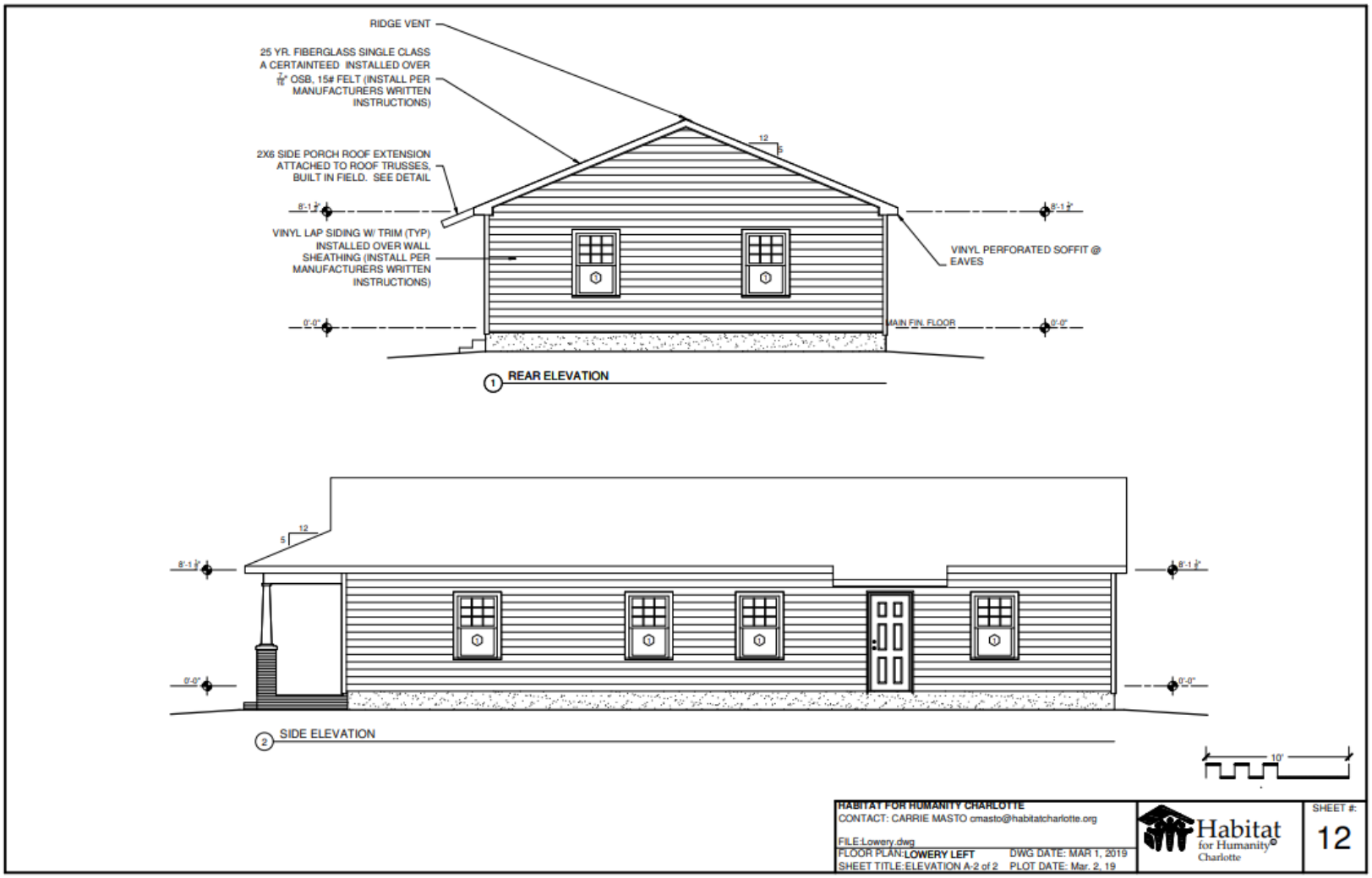
ELEVATION NOTES:

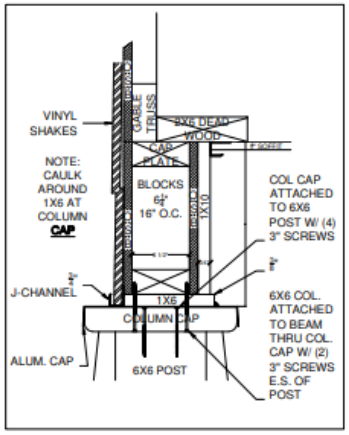
1. **Handrails & Guardrails:** Shall comply with NCRC 2018 Edition Section(s) R311 & R312

HABITAT FOR HUMANITY CHARLOTTE	
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org	
FILE:Lowery.dwg	
FLOOR PLAN:LOWERY LEFT	DWG DATE: MAR 1, 2019
SHEET TITLE:ELEVATION A-1 of 2	PLOT DATE: Mar. 2, 19

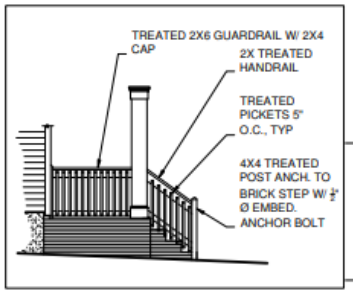
Habitat for Humanity Charlotte

SHEET #: 11


RIDGE VENT
25 YR. FIBERGLASS SINGLE CLASS A CERTAINTEED INSTALLED OVER 7/16" OSB, 15# FELT (INSTALL PER MANUFACTURERS WRITTEN INSTRUCTIONS)
2X6 SIDE PORCH ROOF EXTENSION ATTACHED TO ROOF TRUSSES, BUILT IN FIELD. SEE DETAIL
VINYL LAP SIDING W/ TRIM (TYP) INSTALLED OVER WALL SHEATHING (INSTALL PER MANUFACTURERS WRITTEN INSTRUCTIONS)
VINYL PERFORATED SOFFIT @ EAVES
12
5
8'-1 1/2"
0'-0"
MAIN FIN. FLOOR
1 REAR ELEVATION
2 SIDE ELEVATION
10'
HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org
FILE:Lowery.dwg
FLOOR PLAN:LOWERY LEFT
DWG DATE: MAR 1, 2019
SHEET TITLE:ELEVATION A-2 of 2
PLOT DATE: Mar. 2, 19
Habitat for Humanity Charlotte
SHEET #:
12

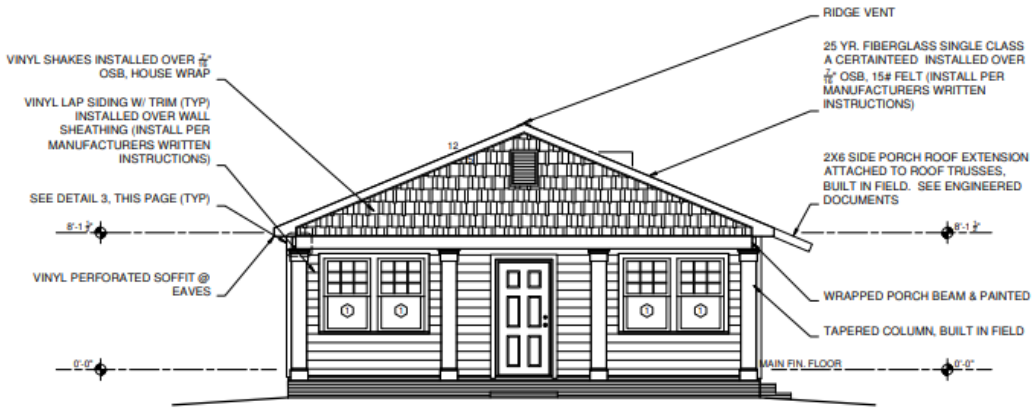


3 COLUMN CAP DETAIL

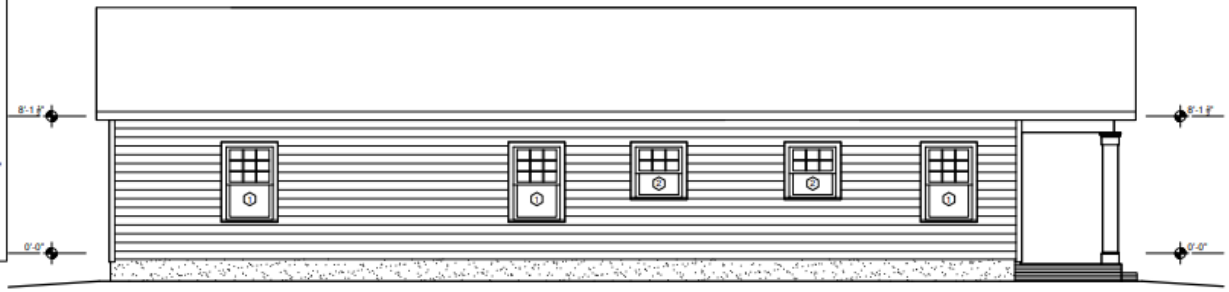


4 HANDRAIL/GUARD RAIL DETAIL

HANDRAILS & GUARDRAILS: SHALL COMPLY WITH NCRC 2018 SECTION(S) R311 & 311



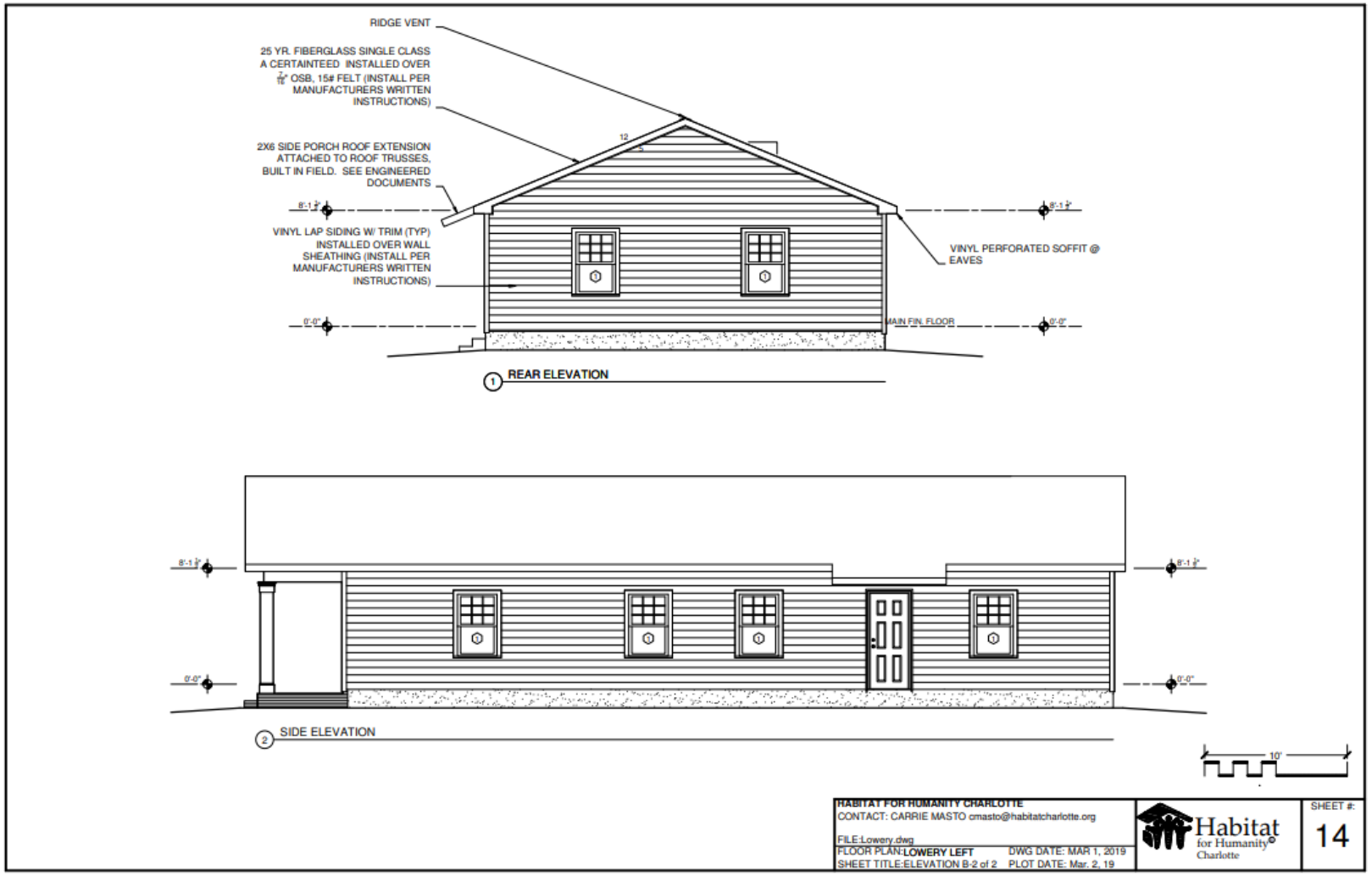
1 FRONT ELEVATION



2 SIDE ELEVATION

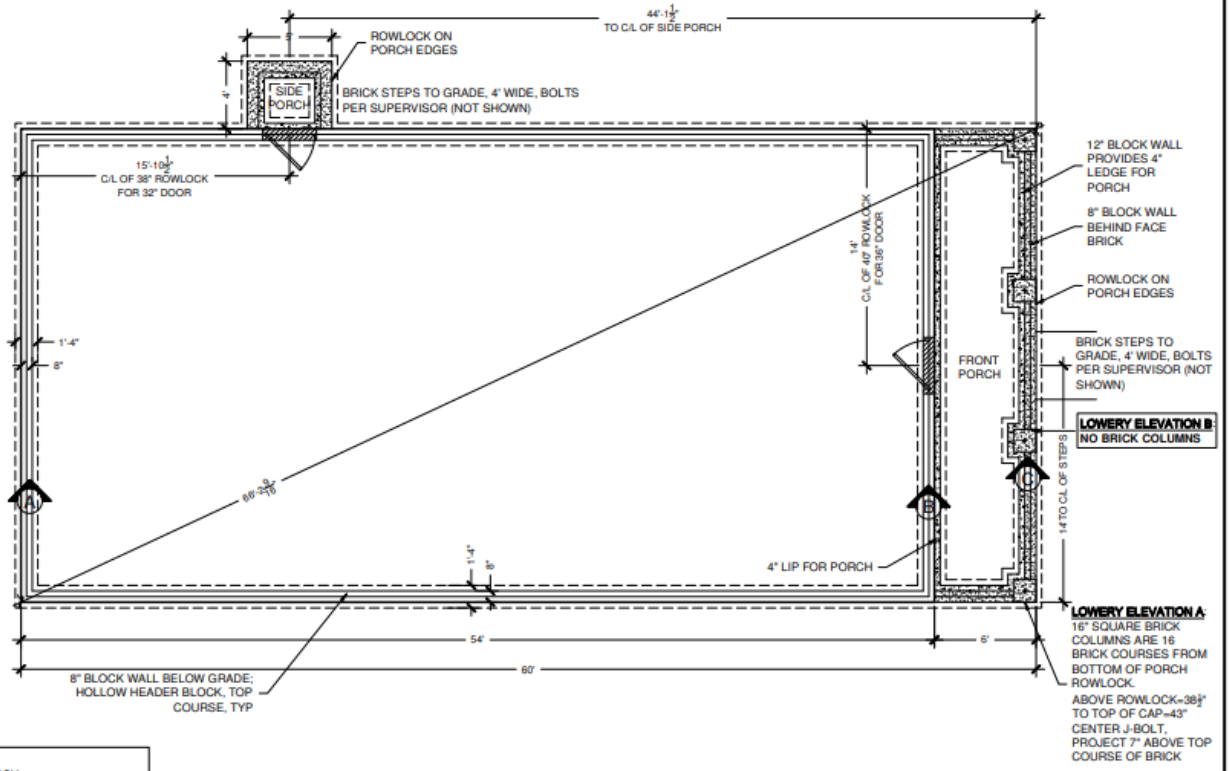
HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org FILE:Lowery.dwg FLOOR PLAN:LOWERY LEFT DWG DATE: MAR 1, 2019 SHEET TITLE:ELEVATION B-1 of 2 PLOT DATE: Mar. 2, 19	Habitat for Humanity® Charlotte	SHEET #: 13

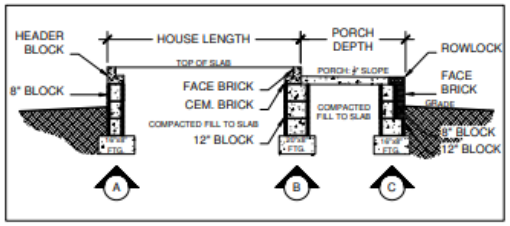
50


RIDGE VENT
25 YR. FIBERGLASS SINGLE CLASS A CERTAINTEED INSTALLED OVER 7/16" OSB, 15# FELT (INSTALL PER MANUFACTURERS WRITTEN INSTRUCTIONS)
2X6 SIDE PORCH ROOF EXTENSION ATTACHED TO ROOF TRUSSES, BUILT IN FIELD. SEE ENGINEERED DOCUMENTS
VINYL LAP SIDING W/ TRIM (TYP) INSTALLED OVER WALL SHEATHING (INSTALL PER MANUFACTURERS WRITTEN INSTRUCTIONS)
VINYL PERFORATED SOFFIT @ EAVES
8'-1 1/2"
0'-0"
MAIN FIN. FLOOR
12
1 REAR ELEVATION
2 SIDE ELEVATION
10'
HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org
FILE:Lowery.dwg
FLOOR PLAN:LOWERY LEFT
DWG DATE: MAR 1, 2019
SHEET TITLE:ELEVATION B-2 of 2
PLOT DATE: Mar. 2, 19
Habitat for Humanity® Charlotte
SHEET #:
14

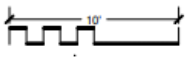
HISTORIC "B" SLAB FOUNDATION NOTES:

1. Dig continuous 16" wide footing under all foundation walls; 8" minimum thickness, per NCRC 2018 Table R403.1(1).
2. All walls, including porches, must be inside set back lines.
3. No interior load bearing walls or point loads. All trusses bear on exterior walls. (**Does not apply to two-story plans -OR- multi-family projects**)
4. Top of rowlock on porch to be approx. 4" lower than top of house slab.
5. 4" of 3,000 PSI fiber reinforced concrete, 10 mil. vapor barrier with min. 4" washed stone or equiv recycled concrete over compacted fill, R-5 rigid insulation-See Details.
6. **Foundation Strap Anchors:** Simpson Strong-Tie MAB23 mud sill anchor, or equivalent, located within 12" of each corner, both sides of exterior doors, and a min. of every 32" O.C., 15" minimum embedment. Locate straps within 12" each side of splice, per NCRC 2018 R403.1.6.
7. Termite Treatment: Structure to be treated for termites when framing is complete.





SLAB HISTORIC B FOUNDATION DETAILS CROSS SECTION
NOT TO SCALE; FINAL GRADE DETERMINES FOUNDATION AND PORCH HEIGHTS



HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org
FILE:Lowery.dwg
FLOOR PLAN:LOWERY LEFT
SHEET TITLE:SLAB-HISTORIC B
DWG DATE: MAR 1, 2019
PLOT DATE: Mar. 2, 19

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SHEET #: 15

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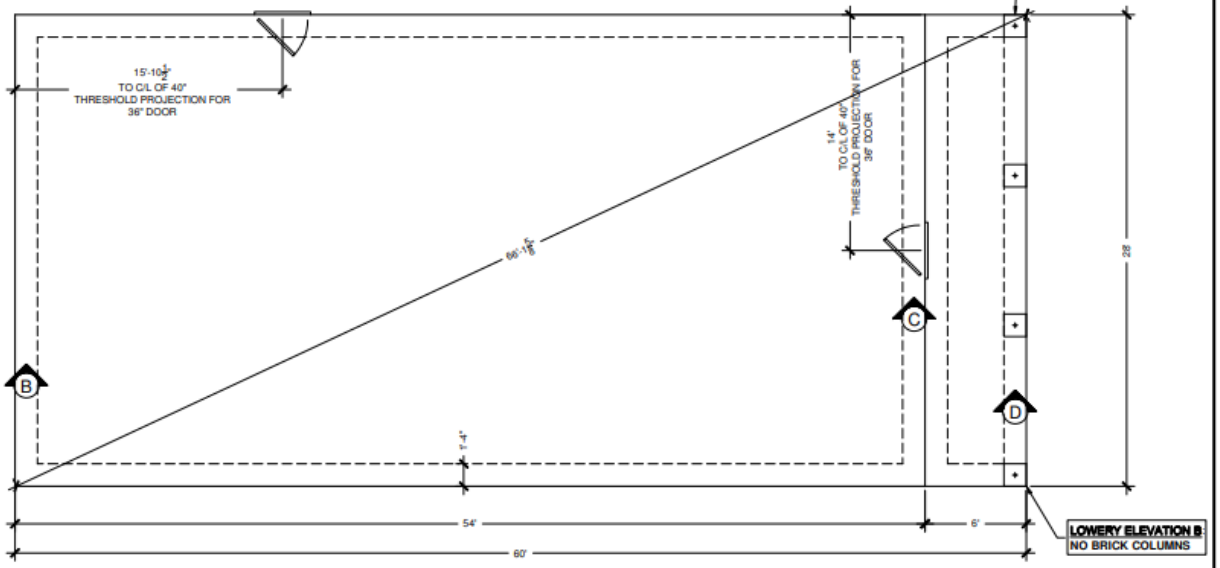
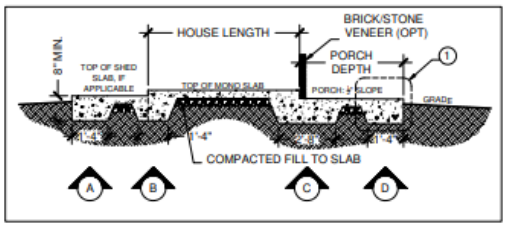
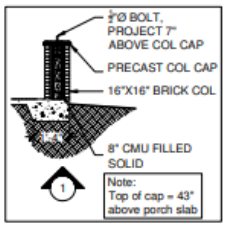
MONOLITHIC SLAB FOUNDATION NOTES:

1. Dig continuous footing under all foundation walls; 8" minimum thickness, with (2) #4 rebars, continuous, on supports, @ 4'-0" O.C. max.
2. All walls, including porches, must be inside set back lines.
3. See plan for thickened slab/load bearing interior wall locations (if applicable): 10" deep x 18" wide minimum footing with (2) #4 continuous rebar.
4. Top of rowlock on porch to be approx. 4" lower than top of house slab.
5. 4" of 3,000 PSI fiber reinforced concrete, 10 mil. vapor barrier with min. 4" washed stone or equiv recycled concrete over compacted fill, R-5 rigid insulation.
6. **Foundation Strap Anchors:** Simpson Strong-Tie MAB23 mud sill anchor, or equivalent, located within 12" of each corner, both sides of exterior doors, and a minimum of every 32" O.C., 15" minimum embedment. Locate straps within 12" each side of splice, per R403.1.6.
7. Termite Treatment: Structure to be treated for termites when framing is complete.

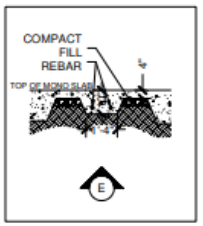




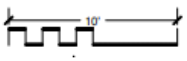
MONOLITHIC SLAB FOUNDATION DETAILS CROSS SECTION
NOT TO SCALE; FINAL GRADE DETERMINES FOUNDATION AND PORCH HEIGHTS



BRICK/STONE COLUMN CROSS SECTION, IF APPLICABLE



THICKENED SLAB CROSS SECTION



HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org
FILE:Lowery.dwg
FLOOR PLAN:LOWERY LEFT — DWG DATE: MAR 1, 2019
SHEET TITLE:SLAB-MONOLITHIC — PLOT DATE: Mar. 2, 19

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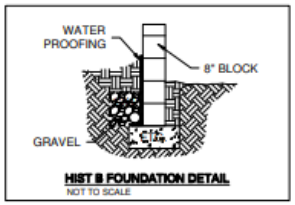
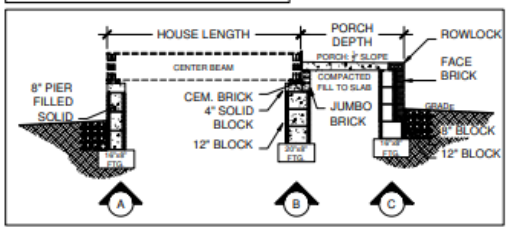
SHEET #: 16

HISTORIC "B" CRAWL FOUNDATION NOTES:

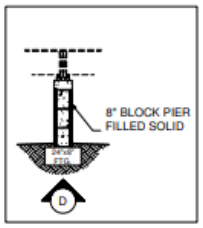
1. Wall Vented Crawl Space per NCRC 2018 R408.
2. Maintain minimum floor joist clearance of 18" to grade and minimum dropped girder clearance of 12" to grade.
3. All walls, including porches, must be inside set back lines.
4. Dig continuous 16" wide footing under all foundation walls; 8" minimum thickness, per NCRC 2018 Table R403.1(1).
   - 4.1. Pier footings to be 24" X 24" X 8" per NCRC 2018 Table R403.1(2).
5. No interior load bearing walls or point loads. All trusses bear on exterior walls. (**Does not apply to two-story plans -OR- multi-family projects**).
6. Poured porches-porch floor foundation will be two (2) brick courses plus a rowlock higher than house foundation.
7. Sill anchors/anchor bolt installation: ½" Ø J-bolts, 6'-0" O.C. & within 12" of corners, then doubled every 12', per NCRC 2018 R403.1.6 & R602.11.
8. Minimum 6 mil. polyethylene vapor retarder, joints lapped not less than 12", per NCRC 2018 R408.2.
9. 8" X 16" foundation vents to be located within 3' of corners, per NCRC 2018 R408.1.2.
10. Crawl space door- Minimum 18" X 24" access opening per NCRC 2018 R408.8; finished grade to determine access location, see Site Prep. Supervisor.
11. Termite Treatment: Structure to be treated for termites when framing is complete.



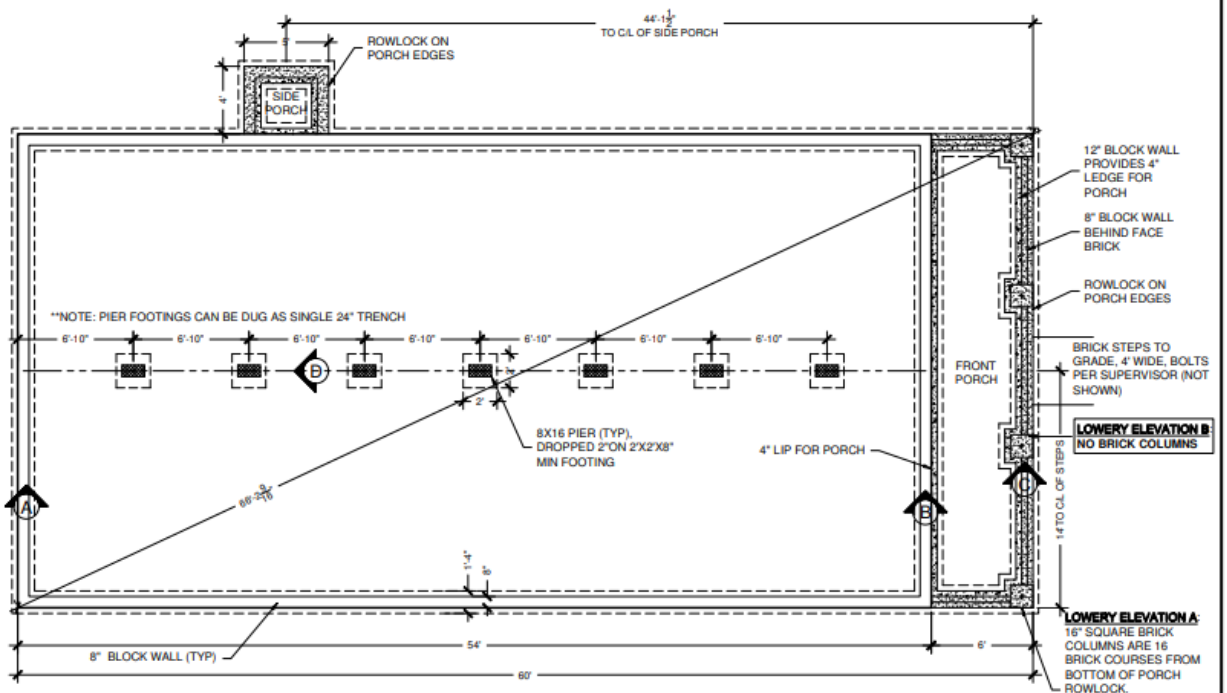
HIST B FOUNDATION DETAIL
NOT TO SCALE



CRAWL HISTORIC B FOUNDATION DETAILS CROSS SECTION
NOT TO SCALE; FINAL GRADE DETERMINES FOUNDATION AND PORCH HEIGHTS



CRAWL HISTORIC B CENTER PIER CROSS SECTION



HABITAT FOR HUMANITY CHARLOTTE	SHEET #: 17
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org	
FILE:Lowery.dwg	
FLOOR PLAN:LOWERY LEFT — DWG DATE: MAR 1, 2019	
SHEET TITLE:CRAWL-HISTORIC B — PLOT DATE: Mar. 2, 19	

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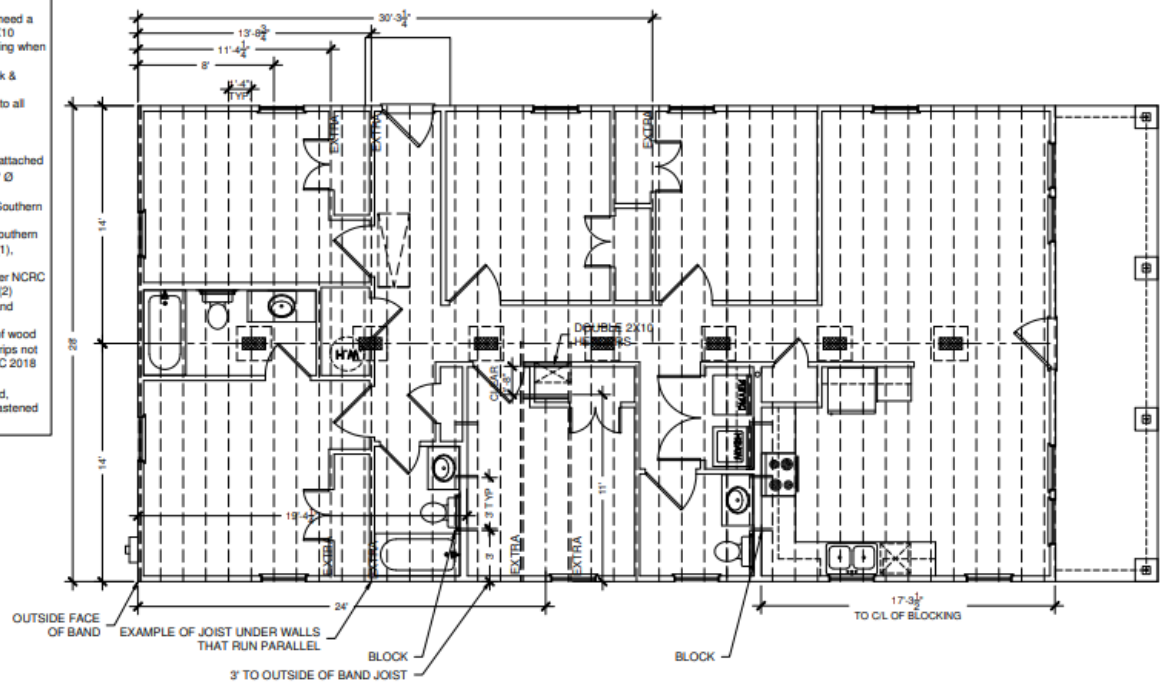
CRAWL FRAMING NOTES:

1. Long walls that run parallel with joists need a joist or blocking underneath. Place 2X10 blocking @ 3'-0" O.C.; consider plumbing when running extra joists
2. Dimensions are to outside face or block & center of joist unless otherwise noted
3. Use pressure treated lumber adjacent to all foundation brick and block material

FLOOR SYSTEM:

- Mud sill: 2X6 pressure treated lumber attached to foundation walls using pre-placed ½" Ø J-bolts, washer, and nut.
- Band Joists: 2X10 #1 or better grade Southern Pine.
- Girders: (2) 2X12 #1 or better grade Southern Pine per NCRC 2018 R502.5, R602.7(1), R602.7(2), and R602.7(3).
- Floor Joists: 2X10 #2 Southern Pine per NCRC 2018 Table R502.3.1(1) and R502.3.1(2)
  - Top edges flush with girders & band joists; **center piers dropped 2"**.
  - Joists to be framed into the side of wood girder and supported on ledger strips not less than nominal 2"X2" per NCRC 2018 R502.6.2.
- Floor Sheathing: 4'X8'X¾" T&G plywood, installed perpendicular to floor joists, fastened with 8d common nails.



HABITAT FOR HUMANITY CHARLOTTE CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org		SHEET #: 18
FILE:Lowery.dwg		
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SHEET TITLE:JOIST	PLOT DATE: Mar. 2, 19	

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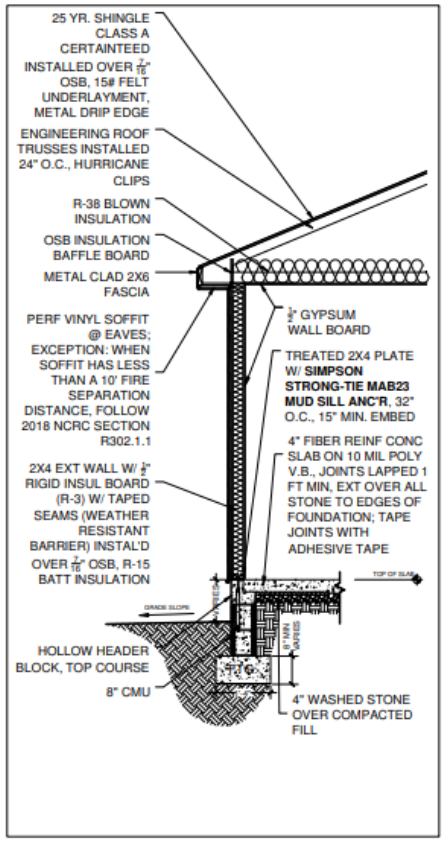
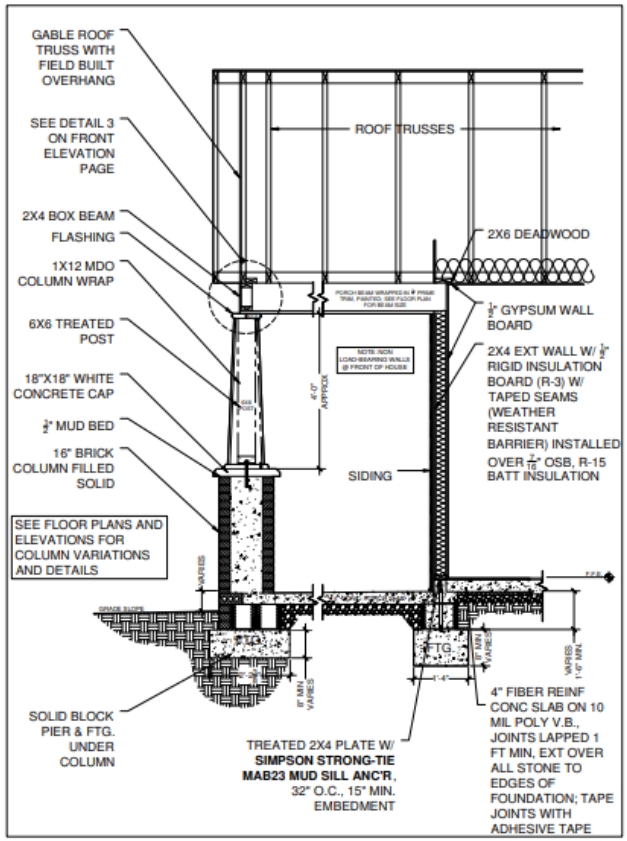
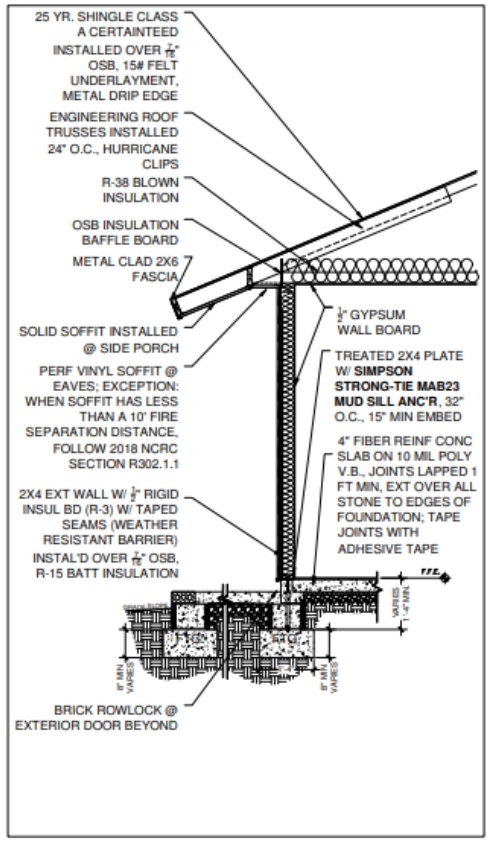


1 EXTERIOR WALL SECTION (TYP)



2 FRONT PORCH/BEAM SECTION



3 SECTION @ SIDE PORCH (IF APPLICABLE)

Stud Spacing:
Exterior Walls: 2x4s @ 24" O.C.
Interior Walls: 2x4s @ 24" O.C.
- No interior load bearing walls or point loads. All trusses bear on exterior walls.

Note:
House to be treated with termite treatment when framing is complete. See "Foundation Plans" for more information.

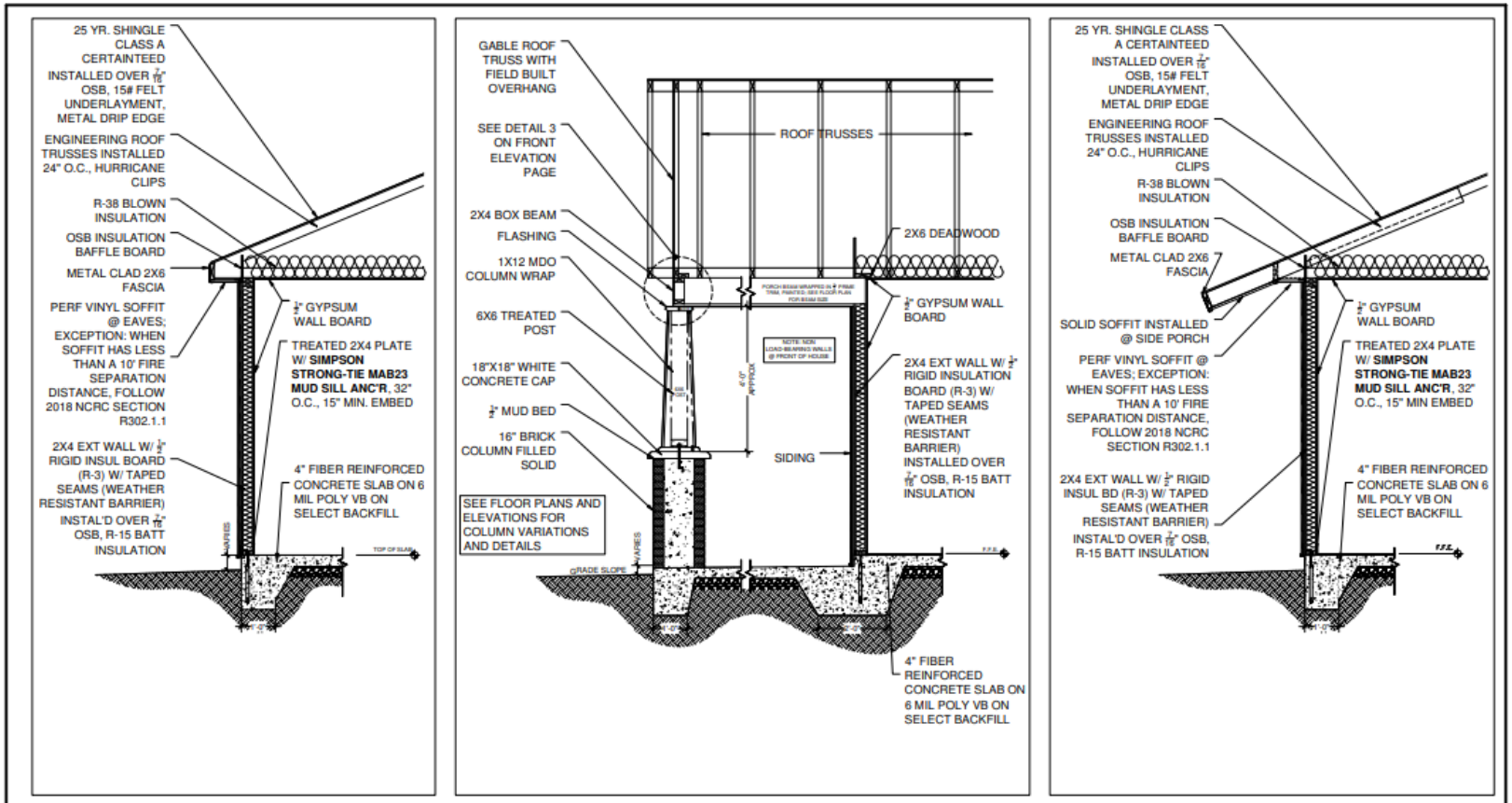
Note:
This house shall not be constructed on a site where finished face of exterior walls is less than 5' from property lines.

HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org

FILE:WALL SECTIONS 2018.dwg
FLOOR PLAN: WALL SECTIONS — DWG DATE: MAR 1, 2019
SHEET TITLE: HISTORIC B SLAB — PLOT DATE: Mar. 2, 19

Habitat for Humanity Charlotte

SHEET #: WS-1



1 EXTERIOR WALL SECTION (TYP)

2 FRONT PORCH/BEAM SECTION

3 SECTION @ SIDE PORCH (IF APPLICABLE)

Stud Spacing:
Exterior Walls: 2x4s @ 24" O.C.
Interior Walls: 2x4s @ 24" O.C.
- No interior load bearing walls or point loads. All trusses bear on exterior walls.

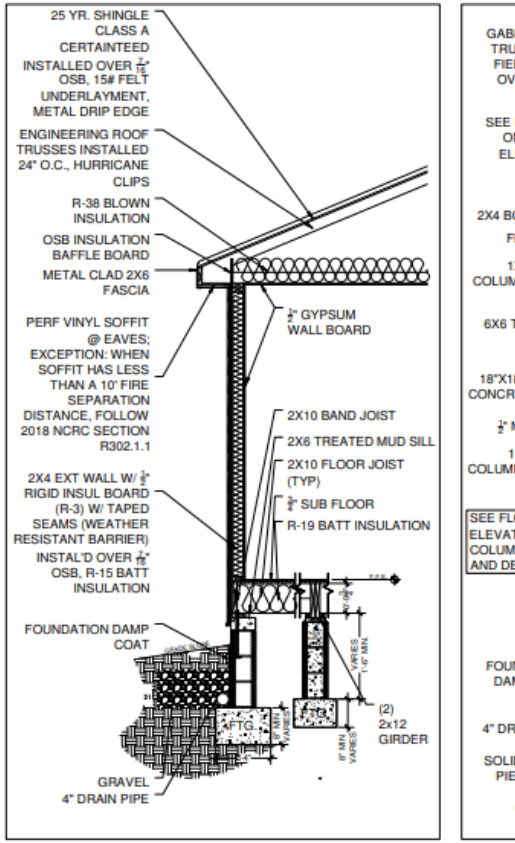
Note:
House to be treated with termite treatment when framing is complete. See "Foundation Plans" for more information.

Note:
This house shall not be constructed on a site where finished face of exterior walls is less than 5' from property lines.

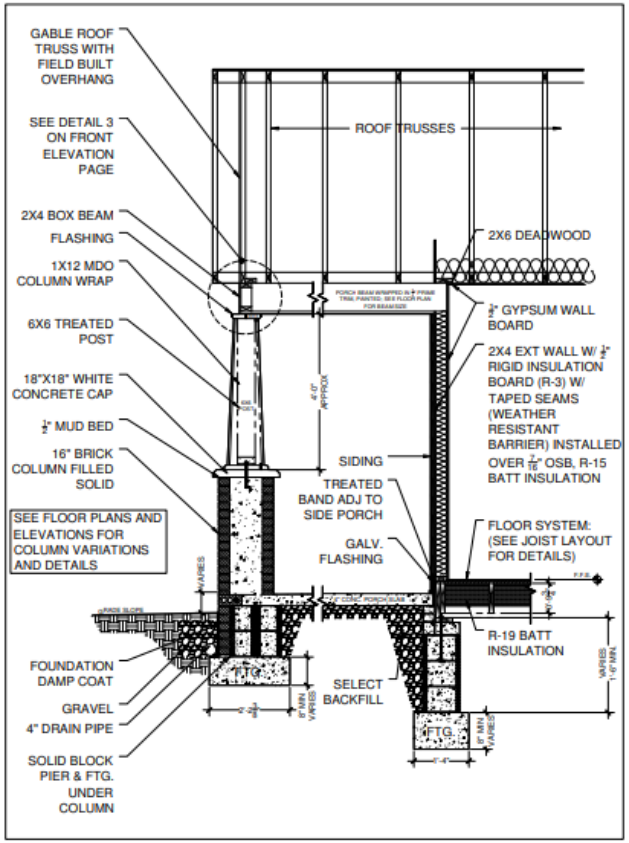
HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org
FILE:WALL SECTIONS 2018.dwg
FLOOR PLAN:WALL SECTIONS
SHEET TITLE:MONO SLAB
DWG DATE:MAR 1, 2019
PLOT DATE: Mar. 2, 19

Habitat for Humanity® Charlotte

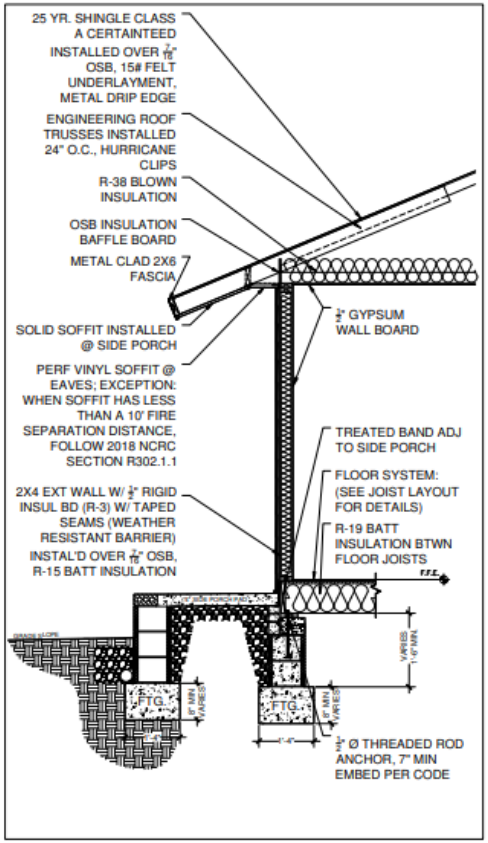
SHEET #: WS-2



1 EXTERIOR WALL SECTION (TYP)



2 FRONT PORCH/BEAM SECTION



3 SECTION @ SIDE PORCH (IF APPLICABLE)

Stud Spacing:
Exterior Walls: 2x4s @ 24" O.C.
Interior Walls: 2x4s @ 24" O.C.
- No interior load bearing walls or point loads. All trusses bear on exterior walls.

Note:
House to be treated with termite treatment when framing is complete. See "Foundation Plans" for more information.

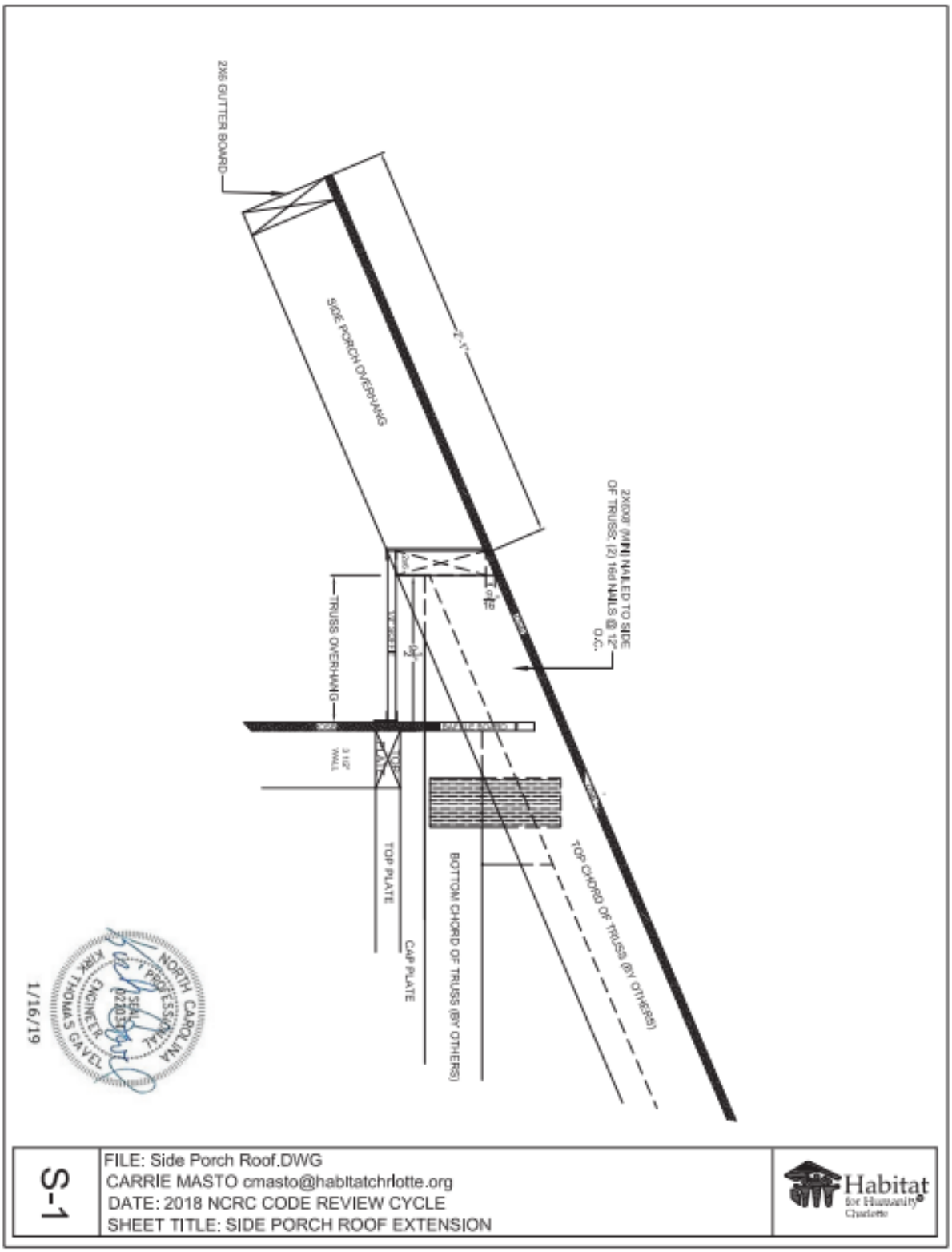
Note:
This house shall not be constructed on a site where finished face of exterior walls is less than 5' from property lines.

HABITAT FOR HUMANITY CHARLOTTE
CONTACT: CARRIE MASTO cmasto@habitatcharlotte.org

FILE:WALL SECTIONS 2018.dwg
FLOOR PLAN: WALL SECTIONS DWG DATE:MAR 1, 2019
SHEET TITLE: HISTORIC B CRAWL PLOT DATE: Mar. 2, 19

Habitat for Humanity® Charlotte

SHEET #: WS-3



S-1	FILE: Side Porch Roof.DWG CARRIE MASTO cmasto@habitatchrlotte.org DATE: 2018 NCRC CODE REVIEW CYCLE SHEET TITLE: SIDE PORCH ROOF EXTENSION

Affidavit Verifying Status for Macon-Bibb County Public Benefit Application

By executing this affidavit under oath, as an applicant for Macon-Bibb County, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as referenced in 8 U.S.C. Section 1621 and O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a Macon-Bibb County, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit for:

_____

[**Name of natural person applying on behalf of** individual, business, corporation, partnership, or other private entity.]

Check one of the following two options.

1) _____I am a United States citizen.

OR

2) _____I am a legal permanent resident, eighteen (18) years of age or older, or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act eighteen (18) years of age or older and lawfully present in the United States**. ***

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: Date

_____ _____

Printed Name:

_____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____DAY OF_____, 2025_

*_____
Alien Registration Number for Non-Citizens

_____
Notary Public
My Commission Expires:

**Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definitions of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number:*_____

F:\LEGAL.K\SAVE\1Affidavit Verifying Status-Alien or Citizen.doc

Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(l)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on_____, 2025 in_____(city),_____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE_____DAY OF_____, 2025.

_____
NOTARY PUBLIC

My Commission Expires:

_____

F:\LEGAL.K\SAVE\Contractor Affidavit 2011.doc

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____ _____(name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use, and uses the federal work authorization program commonly known as E- Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on_____, 2025 in_____(city),_____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE_____DAY OF_____, 2025.
NOTARY PUBLIC

My Commission Expires:

_____

F:\LEGAL.K\SAVE\Subcontractor Affidavit 2011.doc

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract for _____ _____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and_____(name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub- subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub- subcontractor shall submit, at the time of such contract, this affidavit to _____ _____(name of subcontractor or sub-subcontractor with whom such sub- subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ _____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Sub-subcontractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on_____, 2025 in_____(city),_____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE_____DAY OF_____, 2025.

NOTARY PUBLIC

_____
My Commission Expires:

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND AND RESTATE SECTION 6 OF THE MACON-BIBB COUNTY PERSONNEL POLICIES, ENTITLED "EMPLOYEE RESPONSIBILITIES," TO MAKE CONFORMING AMENDMENTS TO SECTIONS 4.01 AND 8.01, AND TO THE FINANCIAL POLICIES OF MACON-BIBB COUNTY AS SPECIFIED HEREIN, AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Personnel Policies ("Manual") for the Macon-Bibb County Government was first adopted on December 31, 2013, and has had numerous individual sections updated over the years, but has not undergone a comprehensive update and review since the consolidation of the City of Macon and Bibb County governments; and

WHEREAS, a review committee has been formed to advise the County administration on updates to the Manual, and intends to bring these updates to the Commission one Section at a time as they work their way through; and

WHEREAS, the review committee has completed its review of Section 6, and made its recommendation to the County Manager, who has approved the changes as recommended to be presented to the Macon-Bibb County Commission for adoption; and

WHEREAS, a redline draft of the updated Section 6 is attached hereto at Exhibit A, and incorporated herein by reference; and

WHEREAS, the review committee has identified other policies in Sections 4.01 and 8.01 of the Manual which conflict with or create an ambiguity in Section 6, as amended, and so require conforming amendments to ensure consistency and clarity; and

WHEREAS, there are provisions in Section 6 which are mirrored in the County's Financial Policies, such that amending those provisions in Section 6 of the Manual also requires a conforming amendment to the Financial Policies for Macon-Bibb County; and

WHEREAS, redline drafts of the updated Sections 4.01 and 8.01 are attached hereto at Exhibits B and C, respectively, and incorporated herein by reference; and

WHEREAS, a redline draft of the updated Macon-Bibb County Financial Policies are attached hereto at Exhibit D, and incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1.

Section 6 of the Macon-Bibb County Government Policies and Procedures Manual, entitled "Employee Responsibilities," is hereby repealed in its entirety and replaced with such provisions as are set forth in Exhibit E, attached hereto and incorporated herein by reference.

Section 2.

Section 4.01 of the Macon-Bibb County Government Policies and Procedures Manual, entitled "Disciplinary and Non-Disciplinary Personnel Actions," is hereby repealed in its entirety and replaced with such provisions as are set forth in Exhibit F, attached hereto and incorporated herein by reference.

Section 3.

Section 8.01 of the Macon-Bibb County Government Policies and Procedures Manual, entitled "Annual Leave," is hereby repealed in its entirety and replaced with such provisions as are set forth in Exhibit G, attached hereto and incorporated herein by reference.

Section 4.

The Macon-Bibb County Financial Policies are hereby repealed in their entirety and replaced with such provisions as are set forth in Exhibit H, attached hereto and incorporated herein by reference.

Section 5.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 6.

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 7.

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 8.

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 9.

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 10.

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 11.

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

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\ORD MACON-BIBB\2026 Miller Updating Section 6 Of Personnel Policies And Financial Policies 4-30-26.Docx

EXHIBIT A

SECTION 6: EMPLOYEE RESPONSIBILITIES

POLICY	NUMBER
Arrest, Indictment, and Conviction	6.01
Attendance, ~~and~~ Absenteeism, and Remote Work	6.02
Customer Service	6.03
Employee Dress Code and Hygiene	6.04
Health and Safety	6.05
On-Call Service and Off-Hours Communications ~~Policy~~	6.06
Second Jobs	6.07
Solicitation	6.08
Tobacco and Nicotine Use ~~and Cessation~~	6.09
Travel	6.10
Workplace Violence and Concealed Weapons	6.11
Alcohol and Drug-Free Workplace ~~Policy~~	6.12
Care for MBCG Equipment	6.13
Workers' Compensation	6.14

ARREST, INDICTMENT, ~~OR~~AND CONVICTION

This policy applies to all full-time, part-time, and temporary employees of MBCG, and is provided to establish rules and guidelines concerning action taken when an employee of MBCG is arrested, indicted, or convicted of a misdemeanor or felony criminal offense.

Obligation to Report

Any MBCG employee shall notify ~~his/her~~their immediate supervisor as soon as possible, but in no event more~~less~~ than ~~48 hours~~two business days after any arrest, conviction, no contest or guilty plea, or other adjudication of the employee for any felony or misdemeanor criminal offense. If the employee is incarcerated or unavailable, then the employee shall have a duty to have someone else make this report on the employee's behalf.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, any citation, arrest, conviction, no contest or guilty plea, or other adjudication ~~offense of~~ for operating a motor vehicle under the influence, revocation or suspension of the employee's driver's license, or driving on a revoked or suspended ~~after a revocation or suspension of driver~~ license must be reported in accordance with this policy if the employee drives or operates a vehicle or other motorized equipment ~~owned by MBCG or piece of mobile equipment~~ owned by MBCG.

Failure to report under this policy may result in disciplinary action up to and including termination of employment. Such report shall be made as soon as possible, but, in no circumstances, more~~less~~ than ~~48 hours~~two business days after the event giving rise to the duty to report. This reporting requirement applies to both on- and ~~off~~ off-duty conduct.

Disciplinary Action

An arrest, indictment, or conviction of a crime shall not be an automatic basis for termination of employment. MBCG shall consider the following factors in determining what action, if any, should be taken against an employee who is charged with or convicted of a crime during ~~his/her~~their employment with MBCG:

- **Nature and Gravity of the Offense~~/~~ or Conduct**
  MBCG will carefully consider the nature and gravity of the offense or conduct to determine whether a specific offense may be relevant to risks in a particular position of employment. The nature of the offense may be assessed with reference to the harm caused by the crime, (e.g., theft causes property loss), and to the legal elements of a crime (e.g., whether the elements of the offense are substantially related to job duties, or whether intent is a legal element of the offense). With respect to the gravity of an offense, offenses classified as misdemeanors may be less severe than those classified as felonies.

- **Date of the Offense and the Individual History**
  MBCG will consider the length of time that has passed since the offense, conduct, ~~and/or~~or completion of sentence as probative of the risk the employee poses in ~~his/her~~their particular position of employment. ~~Where possible, t~~This assessment could also~~will~~ include consideration of recidivism data and studies. MBCG will also consider the number and type of pending charges and convictions, the employee's participation in or completion of programs of a rehabilitative nature, the employee's probation or parole status, and the employee's ability to perform or continue to perform the job consistent with the safe, efficient, and effective operation of MBCG.

- **Nature of the Job Held**
  MBCG will conduct an individualized assessment to determine whether the employee's continued employment poses an unacceptable level of risk to MBCG. This factual inquiry will begin with identifying the job title of the employee, but will also consider the nature of the job's duties, essential functions of the job, (e.g., extent to which successful job performance requires public trust), ~~–~~the circumstances under which the job is performed (e.g., level of supervision, level of oversight, interaction with co-workers ~~and/or~~or the public, opportunity the job presents for the commission of an offense), and the environment in which the job's duties are performed (e.g., outdoors, on MBCG property, or on or within ~~access to or opportunity for access to~~ private property).

  Termination of employment based on a charge or conviction may be imposed where a demonstrable relationship between the offense or underlying conduct and prejudice to MBCG's interest~~(~~s~~)~~, the public trust, or to successful performance of the position of employment held by the affected employee exists.

  Nothing herein shall prohibit MBCG from placing an employee on administrative leave based upon a citation,~~n~~ arrest, indictment or information, or conviction.

Pay During Periods of Incarceration

If any employee is incarcerated while remaining actively employed with MBCG, then that employee may use accrued annual leave in order to be paid for any missed work time, provided that if the employee does not have sufficient annual leave, then their period of incarceration shall be unpaid leave. Regardless of the employee's annual leave balance, the employee shall not be entitled to any Holiday Pay (see Section 5.04 – Holiday Pay) or other wages during their incarceration. Employees who are incarcerated on a recognized holiday shall not be entitled to Holiday Pay, but may use available annual leave for that holiday if they desire to be paid. Employees working in a position where

they would normally accrue a floating holiday will not receive a floating holiday if they are incarcerated on the day of the holiday.

The employee's department head or supervisor should make a recommendation concerning the continued employment of the employee as a personnel action under Section 4 of this Manual, which will be subject to review by a Personnel Action Review Team. Where the circumstances indicate that the employee poses a material risk to the health, safety, or property of any person or of the MBCG, then the department head may immediately place the employee on unpaid administrative leave for a period not to exceed six months, subject to the later approval by the personnel action review team in accordance with Section 4.02, in order to give the employee an opportunity to have the charges in question resolved in an acceptable manner. If the employee is not able to have the charges cleared within six months, then their employment shall be terminated, provided that the employee shall be eligible for rehire to an open position of employment with MBCG if the charges are resolved later in an acceptable manner.

ATTENDANCE, / ABSENTEEISM, AND REMOTE WORK

Good attendance is critical to successful employment with MBCG and to the services provided by MBCG to the public. All employees are expected to be present and on time to perform the duties for which they were hired. Absence, or tardiness, and leaving early from a work shift places an extra burden on coworkers and may result in disciplinary action. Absence is defined as failure to report for and remain at work as scheduled. This includes late arrival to work and leaving early.

The following rules concerning attendance and absenteeism apply to all MBCG employees:

A. Each employee is expected to be at work on time each scheduled day and in a fit condition to work.

B. An employee who is unable to report to work as scheduled must contact his/hertheir supervisor immediately and within the time limit established by the department. Normally, the notification should be within thirty (30) minutes from the employee's scheduled starting time.

C. Each department will determine the method to be used to report call-offs, or tardiness, and leaving early.

D. The employee who is absent, or tardy, or leaving early must inform the supervisor the date and/oror time that he/shethey expects to report to or leave from work.

E. The supervisor has discretion to require documentation for the reason for the attendance incident, e.g. doctor's note, court order, receipt for tire change or repair, etc., if the supervisor believes the employee is abusing leave privileges.

F. Three (3) consecutive days of unreported or unauthorized absences from work will be deemed compulsory voluntary resignation due to job abandonment.

G. If the employee is out sick for three or more than two (2) consecutive scheduled workdays, the employee must provide a doctor's excuse by on the thirdfourth day. Where operational needs or an employee's past conduct justify a shorter timeline, individual, unless the department heads may by departmental policy require employees to submit requires a doctor's excuse sooner or following shorter periods of absence.

H. Excessive absenteeism, including or tardiness or leaving early, may result in disciplinary action, up to and including loss of FLSA exempt status or termination from employment.

I. Absences due to illness or injury may require written verification from a physician, or the employee's department headsupervisor may request the employee to contact Human Resources and allow them to review the employee's situation to determine whether the employee must undergo a physical examination by a certified physician of the MBCG's choice, at the MBCG's expense prior to returning to work. Written verification by a physician must state the general nature of the employee's illness and that the employee was unable to work on the day or days of absence, and should inform MBCG if the employee will have any continuing physical or mental limitations affecting their ability to perform their jobs..

J. Attendance records will be considered in performance appraisals. Excessive absenteeism, including or tardiness or leaving early, may result in an unsatisfactory rating.

K. An employee who is absent for more than five three (5) consecutive days for personal or family illness should contact the Human Resources Department to determine his/hertheir rights under the Family Medical Leave Act.

L. No employee who is out of work for six (6) consecutive months may remain under MBCG's active payroll, except where the employee has applied for and been approved for long term disability. Where an employee has applied and been approved for long term disability, his/her position of employment will be protected for twelve (12) monthsprovided that, in exceptional circumstances, the department head, with the approval of the human resources director, may extend this time period. Employees who remain out of work beyond this time must be terminated from employment and removed from MBCG's active payroll.

M. If an individual who is out of work for an extended time and terminated more than six (6) consecutive months other than Long Term Disability (see paragraph L#12, above), and is later able to return to work, he/shethey will be given consideration based upon:

1. The lLength of time they he/she haves been off MBCG payroll (refer to Anniversary Date and Bridging of Service, policy 7.01.)
2. Whether an open position for which the individual is qualified is available.
3. Prior work record.

If these conditions are satisfactory, re-hiring of the individual will be in the sole discretion of the hiring manager.

N. Supervisors and department heads are responsible for administering prompt and consistent disciplinary action for repeat offenders.

~~O. Because MBCG must have reliable employees who can perform their duties as expected on a regular schedule, excessive absences, whether excused or unexcused, including absences caused by illness can result in termination of employment. Six (6) or more absences within a six (6) month period will be considered excessive.~~

O. Break time: Department heads shall have discretion to set employee break times and schedules, subject to the supervision of the County Manager. In general, unpaid time should be afforded for reasonable meal breaks for shifts scheduled for longer than four hours, and department heads may grant additional paid break time as appropriate for longer shifts. Where taking reasonable breaks is necessary for employee safety, such as working during heat advisory conditions or to accommodate an employee's disability, then break schedules should be adjusted according to any guidelines from Human Resources, the Compliance Officer, or Risk Management. Department heads shall have authority to determine when employee break privileges are being abused, and may limit the number or scheduling of breaks where needed to ensure effective operations.

P. Absences or partial absences for which an employee is granted leave under the Family Medical Leave Act or pre-approved annual leave shall not be counted for purposes of enforcement of MBCG's attendance policy.

The following definitions relating to attendance and absenteeism govern this policy:

1. **Absence**: The failure of an employee to be present ~~report~~ for work when scheduled regardless of whether the failure ~~to report~~ is legitimate or unpreventable. Where an absence spans multiple consecutive workdays, it shall be counted as one absence for purposes of the attendance and absenteeism policy.

2. **Excused Absence**: A prearranged absence for which the employee obtained prior approval from ~~his/her~~their supervisor or department head, or an absence which in the opinion of the supervisor is due to illness~~,~~ or another legitimate unforeseen need or problem which requires being away from the job.

3. **Unexcused Absence**: Any absence without leave or proper authorization, or leave taken under false pretenses is an unexcused absence. Failure to call in for what

might otherwise be an unexcused absence constitutes a separate violation of this policy for which disciplinary action may be taken.

4. **Tardiness**: Arriving for work later than the scheduled starting time or returning from lunch or break periods beyond the time allotted or taking lunch or break periods outside of the scheduled time without first obtaining permission.

5. **Leaving Early:** Leaving work earlier than the scheduled ending time or going to lunch or break periods before the time allotted or taking lunch or break periods outside of the scheduled time without first obtaining permission. Unless specifically authorized by an employee's department, this includes taking a lunch or break period at the end of the day so as to cause the employee's workday to end early.

REMOTE WORK:

I. Eligibility

It is the default policy of MBCG that all work should be done in-person, and during each employee's normal operational hours. Employees may be considered for opportunities to work remotely if:

1. They have been employed for a long enough time to establish a history of working diligently and independently at their assigned tasks; exhibiting excellent organizational and communication skills; and exhibiting an ability to concentrate on work assignments without distractions;

2. Either all of their job duties are capable of being performed remotely, or enough of their job duties are capable of being performed remotely that the employee is able to effectively work a full day while out of the office and fully accomplish those duties which must be performed in-person while in the office;

3. They have and maintain all permissions and credentials to access necessary systems remotely – for example, an employee who must access MBCG's computer network in order to work remotely cannot work remotely if their access privileges are revoked or suspended;

4. They have access to an environment in which to work that is adequately clean, safe, private, and secure for the kinds of work that they must perform;

5. They are available during the "core operating hours" of their department, as determined by their department director;

6. Other factors and considerations for whether an employee can work remotely include, without limitation:

i. whether it is more cost effective to use MBCG office space or to allow remote work;

ii. whether a job involves working alone or with equipment that may or may not be at the employee's home;

iii. whether a job requires regular physical presence in the office in order to be performed effectively; whether the "face-to-face" contact with other organizations, the public or other MBCG staff is required for the position; and whether such contact may be limited to days when the employee is not working remotely;

iv. whether the job requires access to or use of resources available only in the office;

v. whether the integrity of confidential data may be maintained if data is taken offsite;

vi. whether the employee's computer and internet systems meet any standards or compatibility requirements imposed by the Information Technology Department, including any policies or safeguards to protect MBCG, its employees, and its computer systems from cybersecurity intrusions or attacks.

II. Authorization

Employees who are eligible for remote work may perform R-WILL or Off-Hours remote work on an incidental basis not affecting more than five working days with the permission of their department head, or, for department heads, their direct superior. The five affected days can occur within any continuous time frame (i.e., a single week, or recurring over up to five consecutive weeks) where the reasons or circumstances justifying the need for an eligible employee to be absent from work, or to perform R-WILL or Off-Hours remote work are related and continuing. If the reasons or circumstances above come to an end, or a total resolution, and then the same or similar reasons arise more than two weeks thereafter, that may be considered a second, unrelated incidental period. Employees and departments shall not be authorized to artificially divide an employee's use of incidental remote work for the purpose of avoiding obtaining authorization from the County Manager for non-incidental remote work, or where a request for non-incidental remote work has been previously denied.

Employees requesting remote work authorization on a non-incidental basis, including all requests for temporary or permanent hybrid or fully remote work schedules must first get the permission of their department head and the County Manager. Department heads or interim department heads must get the permission of their direct superior for such requests. Proposed remote work schedules must be consistent with the requirements of the employee's position and must serve the needs of MBCG. Employees approved for remote work may not change their approved remote work schedules without getting re-approved for the new proposed schedule. The person who authorized an employee's remote work schedule shall have the right to modify or terminate the employee's remote work schedule at any time to fit the needs of MBCG.

All approved remote work schedules should be clearly communicated to any other employees whose job duties depend in part on having access to the employee being approved for remote work, so that it is clearly understood by all what days and times to expect the employee to be available when needed, both remotely and in-person.

III. Classifications

A. Remote Work In Lieu of Leave ("R-WILL")

Employees who are authorized to work remotely may be eligible for Remote Work In Lieu of Leave, or "R-WILL." The purpose of R-WILL is to allow employees who would otherwise be temporarily unable to work to still be productive and contribute to their job roles as they are able. Before any employee is authorized to use R-WILL, they must first be eligible and authorized under this policy for remote work generally (see Part I, Eligibility, and Part II, Authorization, above), and must have an adequate ability to conduct work at the employee's normal levels of quality and productivity from a remote environment.

Employees authorized for R-WILL should record time spent working as regular hours, unless otherwise instructed by Human Resources. Employees working R-WILL shall be eligible for regular pay for their time worked according to that employee's FLSA status.

R-WILL should not be used routinely or in usual circumstances. For regular, planned remote work, employees should establish a hybrid schedule where available. Some examples of situations where R-WILL may be appropriate could include:

1. An employee is taking care of a sick child or parent, but is able to work remotely while at home watching the child or parent in lieu of taking kin care leave;

2. An employee has suffered an injury that has temporarily affected their mobility and they are unable to navigate the workplace, but are able to still work remotely in lieu of taking extended sick leave;
3. An employee suffers from a temporary condition that renders them unable to drive their car, but they are able to work remotely in lieu of taking sick leave;

In all of these cases, employees who would otherwise be on leave, but who are able to perform work to support and advance the operations of the MBCG, and for whom it is in the best interest of MBCG that they are able to work remotely, may be authorized to do so under Part II, Authorization, above. If an employee is not authorized to work remotely, or a request for R-WILL is not approved, then the employee should use the appropriate leave time instead and not attempt to work remotely. Employees who are on leave should not be performing any work at all during their leave period.

B. Hybrid Schedule

In exceptional circumstances, an employee or a job position may be approved for a permanent or indefinite-duration hybrid work schedule. Under a hybrid schedule, an employee is required to work in-person at their usual office location for certain predetermined days of the week or month, and is otherwise permitted and scheduled to work remotely on the remaining work days. Examples of hybrid schedules might include: working in-office Tuesday through Thursday and remotely on Mondays and Fridays; working remotely on the first Thursday and Friday of each month; or working remotely on the 11th through 13th day of each month.

All hybrid schedules must be reviewed by the department head and approved by the County Manager, and are subject to revocation or revision at any time according to the needs of MBCG.

C. Off-Hours Remote Work

Employees who are on-call, or whose job duties require off-hours availability may, to the extent that they are readily and completely able to do so, perform those off-hours duties remotely unless the situation or the employee's chain of command expressly require the employee to report to the office or to another location. A request or directive made by an employee's chain of command (including the Mayor or Administration Department) for an employee to perform work while on-call or during periods of off-hours availability shall be considered authorization for incidental R-WILL or Off-hours remote work if and only if the request or directive is of a type that can be readily and completely performed remotely.

For more information, see Section 6.06, "On-Call Service and Off-Hours Communications."

D. Fully Remote Work

Fully remote work is a permanent or indefinite-duration work schedule under which an employee is authorized to perform all work remotely and is never required to report physically into work in-person. It is the general policy of MBCG that no employee should be authorized to work a fully remote schedule. The Mayor or County Manager shall have discretion to make exceptions to this policy where the best interest of MBCG so requires.

IV. Expectations

Employees working remotely must remain vigilant about their surroundings and their ability to maintain MBCG information in confidence whenever necessary. This includes avoiding doing MBCG work over unsecured internet access points; avoiding situations where confidential or sensitive information on computer or electronic device screens may be observed by others; avoiding taking phone calls about confidential or sensitive matters where others can hear the employee's conversation; and avoiding bringing confidential or sensitive files or papers into public areas where they may be observed by others or forgotten.

Employees who are working remotely may be subject to being called into work at any time during work hours in the event of an emergency, as determined by their chain of command.

Employees working remotely must maintain ordinary standards of professionalism in terms of job responsibilities, work output, and interpersonal interactions. The amount of time an employee is expected to work will not change due to being on a remote schedule. Remote work privileges may be suspended or revoked for any or all employees at the discretion of their department head or the County Manager.

All employees working remotely must make themselves available for internal and external meetings and other requests made by their supervisor. Employees working remote schedules must keep their supervisor informed of progress on assignments worked remotely, as required by their supervisor. Any work-related injuries sustained while working remotely must be reported to the employee's supervisor and to Workers' Compensation personnel immediately.

Additional remote work requirements or conditions may be imposed by MBCG or by a particular department as needed, and will be communicated to affected employees at the time they are established or modified. Employees performing remote work may be subject to having their work output and productivity tracked or audited, and may be subject to disciplinary action, up to and including termination, for abuse of remote work privileges, lack of productivity, or misrepresenting the quantity or type of work that is being performed.

Employees working remotely shall not perform work for any other jobs during their approved remote work hours for MBCG (see Section 6.07 – Second Jobs). Employees working remotely shall not suffer or allow any non-employee of MBCG to perform any job tasks for the employee, on behalf of the employee, or in impersonation of the employee. Violations of the remote work policy may result in disciplinary action, up to and including termination.

CUSTOMER SERVICE

All MBCG employees are expected to serve the public, business associates, suppliers, and other employees with courtesy, professionalism, and respect for the basic human dignity of all people, regardless of their station in life. Providing good customer service is a primary responsibility for everyone employed by MBCG, as well as~~,~~ for MBCG's elected officials, contractors ~~employees~~ and agents, State or Federal employees doing business or working with MBCG, visitors, and any person doing business for or with MBCG.

Citizens and visitors of Macon-Bibb County and our fellow employees are the customers we serve each day. Employees are expected to treat one another and members of the public with respect, courtesy, and dignity, even when there is a disagreement or conflict. Employees are expected to remember the following principles and conform behavior to these standards in the course of their everyday duties:

1. Be respectful of all persons with whom you come into contact, without consideration for their appearance, race, gender, national origin, orientation, disability or frame of mind.

2. Citizens and visitors of Macon-Bibb County are our customers~~; —~~their tax dollars pay our salaries.

3. Co-workers in our departments and other employees of MBCG are our internal customers, who are equally entitled to respect and good customer service.

4. Behavior speaks as loudly as words. A pleasant expression, eye contact, and a sincere interest in each request go a long way toward fostering public confidence and projecting the integrity of MBCG.

5. Professional appearance goes hand in hand with employee behaviors.

6. Employee behavior in each interaction with the public is an assessment of the employee's performance and MBCG's performance.

7. Nothing projects a negative image more than inattention, not being engaged in work activities, and chatting with other employees while dealing with a customer. Citizens of Macon-Bibb County are entitled to the full attention of its employees when addressing an issue that prompted a visit to a MBCG facility.

Behavior not meeting these standards may result in corrective action in accordance with MBCG's ~~Performance Management policies~~disciplinary and personnel policies.

EMPLOYEE DRESS CODE AND HYGIENE

Employee Dress Code:

The MBCG considers it very important that employees be well-groomed, neat, and dressed appropriately for their respective job functions. While the members of the County Commission trust each employee's common sense and good judgment, a dress code must be followed which is appropriate to the work environment. ~~MBCG has generally adopted a business casual dress code, but emphasizes that some positions of employment may call for more professional level attire.~~ Appropriate dress and hygiene are important in promoting a positive image to our customers, both internal and external.

1. MBCG expects employees to be well-groomed, clean, neat and professionally dressed at all times. Work attire and grooming should complement an environment that reflects an efficient, orderly and professionally operated organization, consistent with the safety requirements and professional standards of the employee's position, as determined by the employee's department head. Department heads shall have the authority, consistent with the job duties of each employee and the requirements of this policy, to allow some or all of their employees to dress in more casual or relaxed attire on certain days or occasions as may be appropriate.

   Except where required by an employee's specific job duties, ~~Under no circumstances may~~ employees may not wear halter tops;~~,~~ strapless tops;~~,~~ spaghetti straps;~~,~~ tank tops;~~,~~ cropped tops;~~,~~ leggings, sweatpants, clothing with offensive wording;~~,~~ clothing bearing explicit or harassing language or images; clothing bearing language, images, or symbols associated with drug or alcohol use, violence, or gang activity; clothing that shows undergarments (sheer), torn clothing~~, clothing with holes~~, or tight fitting, revealing, or oversized clothing, flip flops, or sandals. All clothing must be clean, neat, and properly fitting. Moreover, MBCG expects its employees to dress professionally every day.

2. Employees required to wear uniforms due to the nature of their work will have uniforms furnished by MBCG. If uniforms are provided, employees are expected to keep them cleaned, ~~press~~pressed, and in good repair. Employees who are provided uniforms must return them to MBCG upon their separation from employment in accordance with Section 6.13 of this manual.

3. ~~Proper personal hygiene is essential to and for all employees.~~ Employees must wear clothing that is regularly laundered and generally free from soiling or unpleasant odors not associated with the employee's job duties.

4. In consideration of employees, clients, or other visitors to our office who may have sensitivities or allergies to various fragrances or scented products, each department head shall have authority to designate their department or any office or component thereof as a fragrance-free workplace. This means employees should refrain from wearing fragrant products in the workplace that others can smell, such as perfumes, colognes, powders, scented body lotions, and similar products. Scented products such as candles, potpourri, scented oils, and similar products may be similarly prohibited in the workplace.

~~3.~~5. Any employee that requires a reasonable accommodation from any part of this dress code for reasons based on religion, disability, pregnancy, or other grounds protected by federal, state, or local laws should contact their supervisor or the Compliance Officer. Requests for accommodations will be considered in accordance with the law. MBCG prohibits any form of discipline, reprisal, intimidation, or retaliation for requesting a reasonable accommodation for grounds protected by federal, state, or local law. This policy is not intended to restrict communications or actions protected or required by state or federal law.

Each department head shall be responsible for informing their employees about all safety-related and other dress requirements that apply to that employee's position. Any employee who is not dressed in proper attire consistent with this policy will be considered unsuitable to work and may be asked by their department head or manager to clock out, go home, and return to work appropriately dressed. Employees who disregard this policy and its standards may also be subject to discipline.

Any questions about the requirements of this policy or what constitutes appropriate workplace attire should be directed to the employee's supervisor.

Employee Hygiene Standards:

Employees are expected to exercise good hygiene practices and maintain a sanitary workplace while employed with MBCG. Department heads shall have discretion to apply prevailing hygienic and sanitary standards to each employee based on their job duties, but in general, and without limitation, employees should meet the following standards:

1. Employees must bathe or shower regularly, maintain their skin and hair in a generally clean state, and maintain basic levels of dental hygiene. Fingernails must be maintained so as to allow the employee to perform their job duties consistent with all safety and sanitary standards of the employee's position. Hair, including facial and body hair, must be maintained in a manner that does not create a safety risk based on the employee's regular job duties.

2. Employees must wash their hands after using the restroom or handling any food, any soiled or greasy materials, or any substances which can transfer from the hands to other objects on contact.

3. Employees must take care to utilize vent fans and sanitizing sprays where necessary to avoid creating unpleasant lingering odors after using the restroom.

4. Employees must cover their mouth and nose when coughing or sneezing, such as using either a tissue or face mask, or into their elbow. Employees must discard any hygienic or first aid items which have been contaminated with bodily fluids in the proper waste receptacles right away.

5. Employees must clean up after themselves when eating, cooking, or engaging in any activity which can generate unclean conditions. Department heads shall have discretion to designate areas in which any such activities may be conducted, and to prohibit any activities which can generate unclean conditions from occurring outside of the designated areas.

6. Employees must place all trash in appropriate trash receptacles and maintain their workspaces in a neat and orderly manner in accordance with the standards set by each department head.

7. Employees who bring food into the workplace should seal, label, and store it in a safe manner. Department heads or their designees shall have authority to discard any food products that are unclaimed, old, moldy, stale, out of date, or otherwise unsanitary.

8. Employees with unhealed sores or wounds on their skin must keep the wounds clean and dressed. Any employee with an open wound that is exposing others to risks of contamination through contact with bodily fluids may be sent home from work for the day, off the clock, by their department head or manager.

9. Employees who are exhibiting symptoms of contagious illness should avoid coming to work. Employees who experience symptom onset while at work should leave work early or, at a minimum, take steps to isolate themselves, wash their hands frequently, and avoid exposing others to potential contagious illness, to the extent allowed by their job duties.

This policy applies to all MBCG employees~~,~~ and appointed officials~~, contractors and agents, and to State or Federal employees doing business or working on MBCG~~

~~premises~~. Violations of these policies may subject employees to disciplinary action, up to and including termination.

HEALTH AND SAFETY ~~POLICY~~

People are MBCG's most important asset and ensuring their safety is one of MBCG's greatest responsibilities. It is MBCG's policy that each employee is entitled to a safe and healthful place to work.

All employees~~the employ of he or she~~ ha~~ves~~ the right to expect to be provided with a proper place in which to work, as well as proper machines, equipment, and tools with which to do the job, and that the employee will be able to devote their~~his or her~~ energies to the work without undue danger. Only under such circumstances can the association between employee and employer be mutually profitable and harmonious.

It is the desire and intention of the County Commission to provide a safe workplace, safe equipment, proper materials, and to establish and insist on safe methods and practices at all times.

It is the basic responsibility for each member of the MBCG team to make the safety of all employees, guests, visitors, and customers a priority in all aspects of their job performance. This responsibility must be accepted by every employee acting on behalf of MBCG, regardless of the capacity in which ~~he or she~~they function, and every employee has a duty and responsibility to point out or report unsafe conditions whenever they are observed~~s~~.

Employees are expected to use all safety equipment provided. Rules of conduct and rules of safety shall be observed. Safety equipment must not be destroyed, bypassed, or abused.

All new employees must participate in a safety orientation program as a part of their new employee orientation. The joint cooperation of employees and management in the observance of this policy will provide safe working conditions and accident-free performance to the mutual advantage of all.

MBCG considers the safety of all personnel to be of paramount importance, and expects each employee to fully cooperate in making this policy effective.

ON-CALL SERVICE ~~(Standby) POLICY~~AND OFF-HOURS COMMUNICATIONS

On-Call (aka "Standby"):

The MBCG may require certain FLSA non-exempt employees to be placed on "on-call" (aka "standby") status for emergency response after normal duty hours. Employees who are placed on-call in any department may be required to be on-call on a ~~weekly rotation~~predetermined schedule. Where applicable, ~~O~~on-call status ~~is~~ may be assigned on a rotating basis, or otherwise as needed, and should be assigned by a supervisor with prior approval of the department head. Employees who are scheduled and approved to be on leave (vacation, sick, FMLA, or other scheduled leave) cannot be scheduled for on-call duty.

~~When an employee is on call, MBCG will provide a pager and/or cell phone, which must be carried by the employee at all timesincluding evenings, holidays and weekends. During the on call week, the supervisor will also be provided with a MBCG vehicle to drive to and from his/her residence; however, such vehicle may not be used for any personal use other than transportation to and from work.~~ In the event of a call requiring an in-person response, the employee should be able to respond to any occurrence within the territorial boundaries of Bibb County within thirty minutes of the call being received.

The supervisor will be responsible for determining whether there is a need for additional personnel ~~employee assistance for~~ for a particular call, and for securing such additional personnel~~that assistance~~. ~~However, the supervisor is not permitted to impose his/her requirement to be on call to other employees of his/her crew.~~ If personnel needs exceed the available on-call staff, then employees who are not on-call may be offered opportunities to fill such additional personnel needs where they may arise, and will be entitled to pay as if they were on-call if they choose to perform work. On the other hand, FLSA non-exempt employees who are not on-call shall have the right to refuse to work during their scheduled off-hours and shall not be retaliated against for refusing to work when not scheduled. For employees whose job duties include preparing for or responding to emergency, severe weather, or natural disaster conditions, Department Heads shall be authorized to suspend the right to refuse work as described in this paragraph, and to order any or all such employees as are capable of reporting for work and fit for duty to report as soon as possible. Any such employees who report to work in this manner shall be entitled to pay as if they had been on call. Any such employees who refuse or fail to report to work after being ordered to do so as part of a situation preparation or response effort may be subject to disciplinary action, up to and including termination.

~~As for compensation for the o~~On-call time will be compensated as follows: ~~,~~ the employee will be paid their regular hourly rate for two hours for on-call service each non-holiday

weekdayeach day on which he/she is on call and four hours for each Saturday, Sunday, or Holiday he/she isthey are on- -call regardless of whether he/she isthey are actually required to respond to a call. On-call time is not considered to be, and is not compensated as, time actually worked and will shall not be included when calculating overtime.

The rate of pay for actual work time while on- -call shall be in accordance with the MBCG pay policy regarding overtime pay. Employees who have not met the threshold for required overtime shall be paid at their regular rate until he/shethey meets the required threshold.

In the event the on-call supervisor mustan employee is required to respond to a call during the on-call time, theyhe/she will be paid for any time actually worked, inclusive of the on-call time. (EFor example:. An employee is on- -call during the work week, receiving two hours on-call pay, and is called into work. The employee works 3three hours. The employee will be paid for three 3 hours worked, and may be paid overtime for the three hours worked, if applicable.)

Off-Hours Communications:

FLSA non-exempt employees shall generally enjoy the right to be free from having to perform or think about work during their scheduled off hours, including early mornings, evenings, overnight, weekends, holidays, and leave days. However, minimal off-hours communications which do not concern tasks related to the employee's job duties are allowed where needed. These communications include things like asking an employee about their return to work, checking in on the employee, assisting with an employee request, or sharing important or time-sensitive information with the employee.

If a superior or supervisor needs to contact a FLSA non-exempt employee for a purpose related to a work assignment during that employee's off hours, and the employee is not on-call, then:

1. The employee should have the right in normal circumstances to insist that the work be performed during their regular, scheduled work hours, and that they not be required to perform the work immediately, and no employee should be retaliated against or disciplined for insisting on not being contacted for routine purposes outside of work hours;

2. Where an employee is willing to perform work during their off-hours, or if the employee is required to perform work during their off-hours because of unusual or emergency circumstances, then all time spent performing work, including the time

spent on the communication itself about that work, shall be counted as working hours for which the employee is paid; and

3. Where an employee is requested, and is either willing or required to perform work in-person at a county office or at a job site during their off-hours because of unusual or emergency circumstances, then the employee shall be entitled to pay as though they had been put on-call that day in accordance with this policy.

For FLSA-exempt employees, minimal off-hours communications which are not related to the employee's job duties, or which are related to the employee's job duties but which do not require reporting to an office or other location are considered reasonable and may be allowed in general. Each FLSA-exempt employee should know whether their job duties will occasionally require them to report to work physically during their off hours or to work on greater than minimal assignments during off hours, depending on the situation at hand. FLSA-exempt employees will not be entitled to any additional pay for performing work-related tasks during their off hours.

If an employee who is FLSA-exempt wishes to set aside a period of time in which they do not wish to receive any communications about work, such as during the evening or while on a scheduled leave period, then the employee should make that request to their immediate superior and to their subordinates, and alternate arrangements should be made to the satisfaction of the superior to account for the employee's unavailability. Such a request should be honored to whatever degree is reasonably possible, provided that communications may still be necessary in unusual, extreme, or emergency situations.

SECOND JOBS

It is the policy of MBCG that no full-time or part-time employee will be allowed to work part-time for any other MBCG department. This prohibition is intended to comply with Internal Revenue Service (IRS) guidelines governing contract employees.

The MBCG employees are permitted to work part-time for other employers outside of MBCG in addition to their full-time or part-time position of employment with MBCG so long as the second job does not interfere with, or create a conflict of interest with, their position of employment with MBCG. Employees who either have a second job or who are considering a second job should contact a Human Resources representative to ensure that no conflict of interest exists.

This policy applies to all full-time and part-time employees of MBCG.

SOLICITATION

While MBCG recognizes the worthiness of many causes and organizations, in the interest of a productive and harmonious work environment, the following regulations shall apply to any personal or private solicitations of donations, fundraising sales, and distributions of literature:

1. Solicitation ~~and/or~~or distribution of literature by non-employees in non-public areas of MBCG property is prohibited at all times. Solicitation ~~and/or~~or distribution of literature by non-employees on MBCG property which interferes with the work of MBCG employees is prohibited.

2. Solicitation ~~and/or~~or distribution of literature by employees on MBCG property during working hours which in any way interferes with the work of the employee soliciting or the work of other employees are prohibited. If a supervisor believes that the solicitation or literature distribution is interfering with work, ~~he/she~~they shall instruct~~request that~~ the employee to immediately cease the disruptive activity and return to work ~~activities~~.

3. Where solicitation or distribution of literature is tolerated, care must be taken by all employees to ensure that every employee's right to decline to participate in the solicitation, or to make any purchase, or to receive or accept any literature, is unconditionally respected. No employee should ever feel pressured or coerced into participating except under their own free will, and no employee should ever be disrespected or retaliated against in any way for choosing not to participate, or for the degree to which they choose to participate. Employees in supervisory or managerial positions must be especially sensitive to the fact that merely asking subordinate employees if they are interested in buying something or in accepting literature may be inherently coercive because of the power imbalance that exists in their relationship, and that subordinates may feel that they have no choice but to participate in order to appease their superior.

~~3.~~4. Employees who wish to post a~~n~~ personal or private announcement of interest to other employees in or on MBCG property must obtain permission from the ~~Human Resources Department~~County Manager. Employee posted announcements must be removed from MBCG property by the posting employee when the information becomes outdated.

~~4.~~5. Distribution of literature by employees on MBCG property in non-public working areas~~, as designated by the Human Resources Department,~~ is prohibited at all times.

~~5.~~6. Unless otherwise authorized by the Mayor and Commission, or their designee, MBCG buildings may not be used for activities unrelated to MBCG outside of normal business hours. This provision shall not be interpreted as applying to MBCG property that is leased to other parties.

7. This policy does not prevent any official MBCG solicitation or distribution of literature, such as open benefits enrollment information;~~,~~ official signs, posters, or announcements; or solicitations relating to official ~~and in no way affects the annual~~ charity drive~~(s)~~ authorized by the Mayor, ~~and~~ Commission, or County Manager.

8. Violations of this policy may be a basis for employee discipline, up to and including termination.

~~6.~~

As used in this policy the term “non-public area” shall mean areas of MBCG property that is not open to members of the general public and access is typically limited to MBCG employees and invitees on official business.

This policy is not intended and shall not be interpreted as applying to non-employee activity, or off-~~-~~duty employee activity, occurring on public streets, sidewalks, public areas of parks, and other traditional public forums. This policy is not intended and shall not be interpreted as governing the ability of non-employees or employees to comment, speak, and present information to the Mayor and Commission during open meetings of the governing authority, and the Mayor and Commission reserve the right to establish rules and policies governing the time, place, and manner of public comments during Commission or committee meetings.

TOBACCO AND NICOTINE USE

Both Georgia law and the MBCG Code of Ordinances prohibit smoking in public buildings by both employees and visitors. Use of tobacco or nicotine products, i.e., smoking and use of smokeless tobacco, or electronic or vapor-based nicotine or simulated-smoking devices or products in any MBCG vehicle, or in areas other than those designated as smoking and vaping areas in any MBCG building is strictly prohibited. This does not include smokeless, vaporless, spitless nicotine-containing products (such as patches, gums, pouches, or lozenges) used as part of an employee's efforts to quit tobacco or nicotine use. For purposes of this policy, MBCG buildings include all buildings and structures owned or operated by MBCG.

This policy applies to all employees, elected and appointed officials, contract employees and agents, State or Federal employees doing business or working in MBCG facilities, visitors, and any person doing business for or with MBCG.

Failure to adhere to this policy may result in disciplinary action, up to and including termination of employment.

Incentive for Cessation of Tobacco Use

Incentives ~~are~~ may be available to full-time employees who would like to stop using tobacco and ~~tobacco~~ nicotine products. MBCG may provide ~~s~~ smoking cessation classes and may offer~~s~~ a discount on health insurance premiums to employees covered by the MBCG health care plan. Screening for tobacco or nicotine use may be part of the annual wellness screening for employees covered by MBCG's health care plan. Participation in annual wellness screening may be ~~is~~ required to receive the full incentive of premium reduction for the next plan year. Employees who are interested in tobacco or nicotine use cessation should contact a Human Resources representative for more information.

TRAVEL

Applicability

~~The provisions of t~~This policy shall apply to all MBCG officers and employees, including ~~-whether~~ elected ~~or~~and appointed officials.~~ as well as to all MBCG employees and to those acting as authorized representatives of MBCG, Georgia.~~

Authorized Travel and Expenses

Travel and related expenses shall be authorized when a~~n officer or employee~~ traveler is engaged in the conduct of official MBCG business, which shall include the following:

1. Travel to and from the location of a conference, seminar, school or training program which is held either inside or outside the territorial limits of Bibb County and which enhances an officer's or employee's ability to complete ~~his/her~~their functions or duties.

2. Travel to and from any location to conduct operations of ~~the~~ MBCG.

3. Travel to and from any location for the purpose of extraditing or transporting a prisoner as may be required by the courts.

Travel Request~~s~~, Approval and Reporting

All travel by department personnel requires prior approval of the department head or designee. It is, therefore, the department head's responsibility to remain within the travel allocation of the budget.

Travel Advances

A travel advance for travel related expenses may be made by written request on such forms as may be prescribed by the Finance Department. Such request should be made no less than seven business~~five (5) working~~ days prior to the date the advance will be needed. Travelers who fail to submit the advance request in sufficient time to receive an advance will be responsible for travel expenses and will be reimbursed after the travel event has been completed. Travel advance payments will be made in the form of a check and will not be available before two ~~(2)~~ business~~working~~ days prior to the date costs will be incurred or departure is required. All efforts should be made to have travel advances paid in advance by check written directly to the traveler. ~~the scheduled date of departure.~~ No advance will be made for less than $25.00. For reimbursement of travel expenses of less than $25.00, the traveler must submit a travel expense report after the travel event has been completed.

Registration, lodging and transportation payments

Registration fees and fares for common carrier transportation should be paid by departmental purchasing cards whenever possible. If that is not an available option, then those costs will be paid in advance by the Finance Department by check made payable to the vendor providing the service. The traveleremployee shall be responsible for submitting the request for payment (along with the registration form, invoice or bill) in sufficient time for the payment to be processed and mailed prior to any deadline. Whenever possible, lodging accommodations should be paid for in advance in the same manner as registration fees and fares for common carrier transportation.

Reimbursement of expenses and final settlement of advances

If the sum advanced to a traveler exceeds actual reimbursable expenses, the traveler shall reimburse the excess to the MBCG Cash Manager in the Finance Department. If the amount advanced was not sufficient to cover the reimbursable expenses or in cases where the traveler used personal funds to pay travel expenses, a voucher will be processed to cover the difference. Reimbursement will be issued within four (4) working days of the receipt of an accurately completed and approved request for reimbursement.

Travel expense forms must be approved by the employee's supervisor and submitted to the Finance Department. Such requests and settlements shall be made on forms prescribed by the Finance Department. The forms must be signed by the traveler's department head. Expense forms should be submitted within three business days following the completion of travel or return to regular scheduled duties. All travel reimbursement requests should be included on the travel expense report. Any reimbursement due to the traveler will be made by check within five business days of receipt of the complete and approved travel expense form. Requests for reimbursement submitted after three business days may be denied.

A request for reimbursement of expenses and settlement of advances shall be submitted to the Finance Department within 72 hours following the date of the employee or officer's return to work. Such request and settlements shall be made on such forms as prescribed by the Finance Department. The forms must be signed by the employee's department head.

If a request for reimbursement of expenses is not filed within ten (10) calendar days following the date of the employee or officer's return to work, the Finance Director shall be authorized to void the reimbursement claim.

Should a report for final settlement of advances not be filed within ten then (10) calendar days following the date of the traveler's employee or officer's return to work, the employee's traveler's name will be placed on a list which makes the traveler employee ineligible for future advances. When the reports are submitted, the traveler's employee's name will be removed from the list and they will then again be eligible for future advances. Should a final settlement of advances not be filed within fifteen (15) calendar

days following ~~the date of~~ the traveler's ~~employee or officer's~~ return to work, the Finance Director shall be authorized to withhold any such cash advance or direct payment from the traveler's ~~employee's~~ paycheck. Any expenses incurred over and above the advance will not be reimbursed after this period.

Documentation of Expenses
Receipts or other documentation shall be required for all expenses with the exception of the following: meals, toll charges and tips.

Allowable transportation expenses:

- **Common carrier**
  A common carrier shall be any scheduled airline, train, or bus and the authorized rate shall be limited to the minimum fare available – generally called "~~(~~economy" or "tourist~~)~~" class fares. Reservations should be made far enough in advance to permit procurement of proper reservations and to take advantage of any special savings plans offered by the carrier.

- **Travel by Auto**
  A traveler driving either a private auto (including rental vehicles) or a MBCG-owned auto must possess a current valid Georgia driver's license. Travelers using privately owned vehicles must provide, at their expense, collision and liability insurance in at least the statutory minimum insuring themselves, their passengers, and others in the use of their private auto while on MBCG business.

  When more than one MBCG official ~~and/or~~or employee is attending an event, separate vehicle allowances will not be approved if one vehicle is sufficient for transportation, unless separate arrival and departure times are required by other MBCG business or approved by the department head. Thorough documentation of the circumstances requiring deviation from this policy must be submitted with the request for reimbursement.

  Travelers will be reimbursed for actual cost of incidental expenses incurred in the use of private, rental or MBCG-owned vehicles such as parking fees, bridge and toll road fees, etc.

- **MBCG-owned Vehicle**
  If the department for which the traveler works is assigned a MBCG-owned vehicle, the traveler should, if at all possible, use the MBCG-owned auto rather than their~~his~~ personal vehicle.

If a MBCG-owned vehicle is used, the traveler will not be reimbursed for mileage, but will be reimbursed for the actual cost of purchased gasoline and oil. In addition, small emergency repair expenses such as flat tire, battery charges, fan belt replacement, etc. will be reimbursed, provided that appropriate receipts are furnished. Automotive breakdowns requiring repairs in excess of $200 should be reported to the appropriate department head for instructions.

- **Personal Auto**
  The use of private autos or rental vehicles for MBCG business will be reimbursed at the current IRS rate. Reimbursable travel expenses do not include trips from the traveler's place of residence to a MBCG building or vicsea-versa. Travelers electing to use a private auto in lieu of travel by common carrier, where common carrier is practical, will be reimbursed the vehicle mileage expense or the amount of Economy Air Fare, whichever is less. Travelers who elect to use a rental vehicle in lieu of travel by common carrier, where common carrier is practical, will be reimbursed at the cost of the auto rental, not including mileage expense, or the amount of Economy Air Fare, whichever is less.

- **Ground Transportation**
  Ground transportation by taxi, bus, rental car, rideshare service, or limousine is an allowable expense when actually incurred in conjunction with common carrier transportation to and from terminals, hotels, restaurants, and meeting locations, if necessary. The most economical means of grounds transportation should always be used.

- **Points of Departure and Return**
  The points of departure and return for travel status shall be either the office at whichat which the employee carries out his/hertheir duties or his/hertheir residence; whichever is more practical under the circumstances. All travel should be by the most direct
  route. However, an expressway route which involves more total mileage may result in savings in personnel time and therefore would be considered the more direct route in most circumstances. Travel to restaurants and other locations after reaching the initial destination should be kept to a minimum. Reason and good judgment should be exercised in this determination. It will be the responsibility of the department head to monitor the reasonableness of mileage reimbursement requests.

- **Lodging**
  When lodging accommodations are not available at the conference or class site, travelers should choose the most reasonably convenient and economical hotel accommodations possible. Travelers requiring overnight accommodations should

inquire about the hotel''s government rate. The rate is usually lower than special conference or group rates, and always less than regular rates.

When traveling within the State of Georgia, officials ~~and/or~~or employees can exempt both sales and local hotel/motel excise tax. When reserving accommodations, please inform the hotel staff that the accommodations will be paid for by MBCG so that they can accurately calculate the charges if an advance payment is to be made. Also, inquire as to whether the forms necessary to obtain this exemption should be sent with the advance payment or presented at the time of check-in. If the forms are to be sent with the payment, it shall be the responsibility of the traveler to attach these forms to the payment request. Forms may be obtained from the Finance Department.

Reimbursement for lodging will cover only those nights during which an event occurs. If an employee arrives early or leaves late from an event, the MBCG will not pay for extra nights of lodging accommodation. However, if travel and event schedules require that an employee arrive the evening before or leave the morning after an event, the MBCG will pay for reasonable extra accommodations.

Travelers sharing a room with a traveling companion (other than an authorized MBCG traveler) will be reimbursed for the single occupancy rate.

Travelers requesting additional amenities including, but not limited to, suites, kitchenettes or a fireplace will be reimbursed for the standard single room rate. Travelers must pay for additional amenities.

- **Meals**
  Travelers are allowed a per diem meal allowance while traveling on MBCG business. ~~However, travelers shall not draw a per diem meal allowance from Macon-Bibb County for any meal that is provided as part of the registration fee to attend a seminar, convention, conference or similar meeting.~~ The per diem allowance is based on the IRS Standard Meal Allowance and varies depending on the particular city to which the traveler ~~official or employee~~ is traveling. The per diem rate for any ~~the~~ city in the United States or internationally ~~to which you are traveling~~ may be obtained from the department head or from the Finance Department.

  For partial days of travel, i.e. the first and last day of a trip that includes overnight stays, or for single-day out-of-county travel, the per diem allowance shall be 75% of the daily per diem rate for the destination city.~~The following breakdown will apply for partial days of travel:~~
  ~~***Breakfast***~~
  ~~*20% of the daily* per diem allowance when travel begins prior to or at~~

~~7:00 a.m. and extends to 9:00 a.m. or beyond.~~
~~***Lunch***~~
~~30% of the daily per diem allowance when travel begins prior to or at 12:00 noon and extends to 2:00 p.m. or beyond.~~
~~***Dinner***~~
~~50% of the daily per diem allowance when travel begins prior to or at 5:00 p.m. and extends to 7:00 p.m. or beyond~~

Tips are included as part of the daily per diem allowance and will not be reimbursed as a separate expense.

- **Meals Within Bibb County**
  Expenses associated with meals for travelers to events ~~officials and/or employees~~ occurring within the territorial limits of Bibb County may be reimbursed if one or more of the following conditions are met:

  A. The traveler ~~official and/or employee~~ attended a seminar or conference at which the meal is an integral part of the seminar;

  B. The traveler ~~official and/or employee~~ must participate in a meeting with an out-of-Bibb County individual or group whose principal purpose in Bibb County is to conduct business with ~~the~~ MBCG. Extreme discretion should be used in spending travel funds for this purpose;

  C. There is a meeting involving an elected official who is devoting ~~his/her~~their time to conducting MBCG business.

The meal cost reimbursement for the above circumstances will not exceed the IRS per diem allowance rate for MBCG in effect at that time.

- **Registration Fees**
  Registration fees in connection with an authorized conference or training class shall be an allowable expense and payment shall be made by departmental purchasing card whenever possible, or, if a purchasing card cannot be used, by the Finance Department. The attendee ~~employee~~ shall be responsible for submitting the request for payment, along with the registration form, in sufficient time for payment to be processed and mailed prior to any registration deadline. If necessary, ~~The~~ MBCG will issue a check payable as directed by the sponsor of the conference or training class.

  In unusual circumstances, travelers may take the check and deliver it at the time of the conference or pay the registration fee themselves and then request

reimbursement on the travel expense form, if approved by the department head. Optional assessments such as special events or personal memberships which are charges in addition to the class or conference fees are not allowable expenses.

- **Communications**

  Telephone and facsimile messages directly pertaining to official MBCG business shall be an allowable expense. Claims for payment of such charges shall be itemized and shall include location, the person contacted, and the justification for the communication. One personal call to confirm the safe arrival of the individual shall be an allowable expense. Expenses for all other personal calls will not be reimbursed.

- **Tips and Gratuities**

  Tips and gratuities in conjunction with an authorized expense (other than meals) shall be allowable if they are determined to be reasonable by the Finance Director. The per diem meal allowance includes all tips and gratuities for meal expenses.

- **Parking Fees**

  Expenses for parking shall be allowable if documented by paid receipt, except however, that no payment shall be made for charges in connection with any illegal parking violation.

- **Credit Cards**

  Whenever allowable expenses are purchased or paid by the employee with a credit card, the receipt shall include an itemization of expenditures, or, in the alternative, a separate receipt must be obtained for each expense. A credit card receipt showing only an aggregate of charges, unless itemized, shall not constitute sufficient documentation and shall not be the basis for reimbursement of expenses.

- **Spouses**

  Reimbursable expenses for spouses include any registration fee in cases when spouses are invited to and considered part of the function or when protocol requires the attendance of spouses. Meals for spouses ~~and/or~~or traveling companions are not otherwise reimbursable.

- **Other Expenses**

Upon justification, the ~~Finance Committee of the County Commission~~County Manager may authorize reimbursement to traveler~~officials~~s ~~and/or employees~~ for expenses of the limitations prescribed in this policy where they ~~Finance Committee~~ find~~s~~ that the expenses were reasonable and proper under the circumstances.

- **Unallowable Expenses**

  The following expenses are specifically unallowable for payment:

  - Expenses incurred by any person other than the traveler ~~official or employee~~ unless otherwise provided for in this policy or prior written approval has been granted by the Finance Director.
  - Expenses for entertainment, including but not limited to in-room movies and mini-bars.
  - Alcoholic beverages.
  - Laundry service.
  - Personal articles, toiletries, souvenirs, etc.
  - Direct expenses for operating a personal vehicle, such as gasoline, oil, parts or repairs.
  - Travel and related expenses incurred from an employee's residence to ~~his~~their designated work site.
  - Any expenses for per diem allowances not required to ensure the employee's performance of official MBCG business. Scheduling or extending travel periods in order to increase per diem allowances is specifically not allowable.
  - Any expenses incurred that are unrelated to official government business or activities as determined by the Finance Director.

- **Distribution of Travel Policy**

  It is the responsibility of the department head ~~and/or~~or others approving travel for employees to ensure that the traveler reads and understands the travel policy prior to incurring any charges which ~~he/she~~they might expect to be reimbursed by MBCG.

- **Information and Forms**

Employees ~~and/or~~or officials who have questions concerning this policy or the application of this policy should contact the MBCG Finance Department. The Internal Revenue Service ("IRS") schedule of per diem rates by location for meal expenses, along with the MBCG Travel Advance Requisition Form and MBCG Travel Expense Requisition Form, can be found on the MBCG website, under the tab for Finance Department—Finance Forms.

- **Final Authority**

  The County Manager has final authority for interpreting, applying, and considering any appeals from~~,~~ this policy.

WORKPLACE VIOLENCE AND CONCEALED WEAPONS

~~The~~ MBCG is committed to providing a safe environment for working and conducting business. MBCG will not tolerate acts of violence committed by MBCG employees or members of the public on MBCG property or between MBCG employees whether or not on MBCG property. Any unlawful violent actions committed by employees or members of the public while on MBCG property or while using MBCG facilities will be prosecuted as appropriate. MBCG intends to use reasonable legal, administrative, and disciplinary procedures to secure the workplace from violence and to reasonably protect employees and members of the public.

~~The~~ MBCG remains committed to providing a work environment that is free of violence or intimidation. MBCG operates under a policy of zero tolerance for violence or any conduct which threatens the safety of well-being of its employees and visitors to its facilities. Accordingly, acts of violence without legal justification will result in termination of employment. (*See Disciplinary Action, Section 4.01*.)

Threats or Acts of Violence

Threats or acts of violence include, but are not limited to, behavior or actions that a reasonable person would perceive as a threat against oneself, another person, or property. Persons who engage in actions or behavior that are sufficiently severe, offensive, or intimidating ~~and/or which~~that they alter~~s~~ employment conditions will be subject to disciplinary action, up to and including termination of employment.

Procedures for Dealing With Threats or Acts of Violence in the Workplace

If a threat or violent act occurs:

- If the situation constitutes an emergency, CALL 911. If the situation constitutes an emergency and occurs in a MBCG building, CALL 911, then contact the County Manager~~(*telephone*)~~. After 911 or ~~(*contact person*)~~ the County Manager has been contacted, contact an immediate supervisor and the Human Resources Department at 478-751-2720 or 478-751-2721~~(*telephone*)~~.
- If the situation does not constitute an emergency, contact your immediate supervisor, the appropriate department director, and the Human Resources Department at 478-751-2720 or 478-751-2721.

All reports of threats or violence will be evaluated immediately and appropriate action will be taken in order to protect employees and the public from further violence. Appropriate disciplinary action will be taken when it is determined that a MBCG employee has

committed an act of violence. Where MBCG employees exhibit such behavior, MBCG reserves the right, under the direction of the Director of Human Resources, to determine fitness for duty. Employees may be suspended with or without pay pending this fitness for duty evaluation.

Where issues of employee safety are of concern, department directors and supervisors should evaluate the workplace and make appropriate recommendations regarding a reasonable response. Additionally, supervisors are encouraged to consult with the Director of Human Resources ~~and /~~or their designee~~Employee Assistance Program~~ concerning the appropriate resolution of instances of workplace violence. Each employee of MBCG and every person on MBCG property are encouraged to report threats or acts of physical violence of which ~~he/she is~~they are aware.

Workplace violence without legal justification shall constitute a violation of MBCG policies and procedures. Violation by an employee of any provision of this policy will result in disciplinary action, up to and including termination of employment.

CONCEALED WEAPONS POLICY

MBCG Prohibits Weapons at the Workplace

This policy applies to all employees, except sworn, POST-certified officers and those personnel authorized under O.C.G.A. § 16-11-130(a). Employees subject to this policy are prohibited from possessing any weapons of any kind (concealed or otherwise) at the workplace, or while engaged in activities for MBCG, or at MBCG-sponsored events.

Weapons include:

- Guns;
- Knives with a blade longer than three inches, other than those knives or blades reasonably related to the performance of an employee's job duties;
- Mace;
- Explosives;
- Any object defined as a dangerous weapon by state or federal law; and
- Any item with the potential to inflict harm that has no common purpose.

This list is illustrative only, and not exhaustive. MBCG prohibits employees from possessing any weapon at the workplace, regardless of whether the employee has a concealed weapons permit or is otherwise authorized by law to possess, carry, or use the weapon. Violating this policy may result in discipline, up to and including termination of employment.

For purposes of this policy, the workplace is defined to include MBCG's buildings and outdoor work areas, but does not apply to public facilities accessed by employees when off-duty and acting solely in their private capacity. An employee may store a firearm for which the employee has a valid permit or is legally authorized to carry in a locked personal vehicle while parked in MBCG's parking areas. The firearm must be hidden from plain view or locked within a case in the vehicle.

Employees may not transport or store any firearms in employer-owned or -leased vehicles, even if the employee has a valid permit or is legally authorized to carry a firearm.

An employee who is prohibited by state or federal law from possessing or carrying a firearm may not store any firearm in their vehicle while parked in MBCG's parking areas.

Reporting Violations of This Policy

Under no circumstances should any employee take any unnecessary risk or compromise their safety by confronting an individual who may be carrying a loaded firearm or other deadly weapon. If you suspect an individual to be concealing a weapon in violation of this policy, do not confront the individual. Contact Code Enforcement instead and explain the reasons behind your suspicions. If you become aware of an imminent violent act or threat of an imminent violent act, immediately contact appropriate law enforcement, then contact Code Enforcement.

Your report should be as detailed as possible, including the names of all individuals involved and any witnesses.

MBCG will directly and thoroughly investigate all reports about concealed weapons and will take prompt corrective action, including discipline, if appropriate. MBCG reserves the right to contact law enforcement, if appropriate.

To maintain a safe work environment and prevent or investigate violations of this policy, MBCG reserves the right at all times to search or inspect employees' surroundings and possessions. This right extends to the search or inspection of clothing, offices, desks, credenzas, lockers, bags, briefcases, containers, packages, parcels, boxes, tool boxes, lunch boxes, and any employer-owned or -leased vehicles where weapons may be concealed. This right shall not extend to allow searches of employees' private vehicles, except where authorized under O.C.G.A. § 16-11-135.

Refusing to allow any search or inspection under this policy may result in discipline, up to and including termination. Nothing in this policy prevents MBCG from cooperating with or

providing access to law enforcement to search MBCG's premises including parking areas pursuant to a valid search warrant.

No Retaliation or Discrimination

MBCG prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting violations of this policy, reporting incidents of workplace violence of any kind, or cooperating in related investigations.

MBCG is committed to enforcing this policy. However, the effectiveness of these efforts depends largely on employees reporting any concealed weapons known to be or discovered in the workplace. Employees who become aware of weapons concealed in violation of this policy should report them immediately. If employees do not report concealed weapons, MBCG may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

MBCG does not discriminate against applicants or employees who legally own or use firearms, or employees who store their legal firearms in a locked personal vehicle in compliance with this policy.

Administration of this Policy

The County Manager is responsible for the administration of this policy. Only the Mayor or County Manager are authorized to make exceptions to this policy, and any exceptions made must be in writing. If you have any questions regarding this policy or if you have questions about concealed weapons that are not addressed in this policy, please contact the County Manager.

ALCOHOL AND DRUG-FREE WORKPLACE ~~POLICY~~

PURPOSE AND GOAL

~~Macon Bibb Consolidated Government (~~MBCG~~)~~ is committed to providing a safe, healthy, and secure work environment for all of its employees; fostering the well-being and health of its employees; ensuring that all employees perform their job duties in a safe, efficient, and productive manner; ensuring that its equipment and facilities are maintained and utilized appropriately, so as not to pose a risk of harm; and, protecting the health, safety, and welfare of citizens, visitors, and persons who interact with MBCG employees during the course and scope of their employment.

The intention of this policy is to eliminate substance abuse and its effects in the workplace. This commitment is jeopardized when any MBCG employee illegally uses drugs on or off the job; comes to work under the influence of drugs or alcohol; possesses, distributes, or sells drugs in the workplace; or~~,~~ abuses alcohol on the job.

Therefore, MBCG has established~~, adopted, and will enforce~~ the following policy to address drug and alcohol abuse:

APPLICATION

Unless otherwise provided, this policy applies to all employees of MBCG, applicants for employment who are offered positions with MBCG, applicants for safety-sensitive positions with MBCG, volunteers, interns, contract employees, and contractors when they are on MBCG property or when conducting any MBCG business in any location. This policy also applies during off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors, and contract employees are governed by this policy while on MBCG premises and will not be permitted to conduct any MBCG business if found to be in violation of this policy.

MBCG is dedicated to assuring fair and equitable application of its alcohol and drug-free workplace policy. Supervisors, managers, and department heads are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor, manager, or department head who knowingly disregards the requirements of this policy or who is found to deliberately misuse the policy in regard to subordinates shall be subject to termination.

DEFINITIONS

1. "Alcohol" includes any beverage or substance containing alcohol manufactured for the primary purpose of personal consumption or as defined in 49 C.F.R. Part 382. The concentration of alcohol is expressed in terms of alcohol per 210 liters of breath as indicated by an evidential breath test.

2. "Illegal Drugs" refers to marijuana, cocaine, amphetamines, methamphetamines, opiates (including heroin and codeine), phencyclidine, and all other "controlled substances" as defined in Title 16 of the Official Code of Georgia Annotated ~~and/or~~or 49 C.F.R. Part 382. Use of any illegal drug or any substance identified in Title 16 of the Official Code of Georgia Annotated ~~and/or~~or 49 C.F.R. Part 382 is prohibited at all times unless a legal prescription has been written for the substance.

3. "Over-the-Counter Medications" includes any substance which does not require a prescription but which has the capacity to affect a person physically, mentally, or emotionally, or which could otherwise affect a person's ability to safely perform any essential job function.

4. "Prescription Drugs" means any substance which is attainable only by lawful prescription from a physician or other authorized medical provider. A lawful prescription must include the patient's name, name of the substance, quantity and frequency of administration~~/amount to be taken~~, and the period of authorization.

5. "Safety-Sensitive Employees" are those employees who perform safety-sensitive functions, including but not limited to the use of dangerous equipment which may cause serious injury or harm to the operators or others, or a position which involves duties, functions, or situations which have the potential of causing serious injury or harm to the employee or others. ~~Safety-sensitive functions include all time from the time an employee begins work or is on call for work and all responsibility for performing work.~~ Safety-sensitive positions include, but may not be limited to positions which perform any of the following:

    a. Any duty related to inspecting equipment, structures, or operations, the failure of which would have a reasonable risk of causing injury or death to any person or causing extensive property damage;
    b. Driving or operating, in any manner, a motor vehicle;
    c. Driving or operating, in any manner, a commercial motor vehicle;
    d. Loading or unloading a vehicle, supervising or assisting in the loading or unloading, remaining in readiness to operate a vehicle, or in giving or

receiving receipts for shipments loaded or unloaded;

e. Repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle;

f. Maintenance of any motor vehicle or motorized equipment;

g. Operating or maintaining any tools or equipment which, if used or maintained carelessly, has a reasonable risk of causing injury or death to any person or causing extensive property damage;

h. Modification, maintenance, or repair of any electrical wiring or electrical systems; fire suppression systems; HVAC systems; plumbing systems; security systems; computer network systems; or similar building systems;

i. Maintenance of any traffic signs, signals, lights, or other traffic control devices;

~~g.~~j. Maintenance and custodial functions which, if performed carelessly, has a reasonable risk of causing injury or death to any person or causing extensive property damage;

~~h.~~k. Emergency ~~D~~ddispatch personnel;

~~i.~~l. Security personnel;

~~j.~~m. Law enforcement, code enforcement, and firefighting personnel;

~~k.~~n. Any employee whose job duties require ~~holds~~ a commercial driver's license;

o. Employees ~~of the parks and recreation department~~ who work closely with families and children of Macon Bibb County; and~~.~~

~~l.~~p. Any other employee who, in the opinion of their department head or the county manager, is performing duties which, by their nature, pose a risk to the health and safety of any person, or to cause undue property damage, including risks that are heightened in the event an employee's mental faculties are impaired or the employee behaves in a careless manner.

PROVISIONS

1. **Authorized Prescribed Medicine**

The use of physician-prescribed or over-the-counter medications and drugs will not be, per se, a violation of this policy. However, any employee who is taking any medication or drugs which could interfere with the safe and effective performance of duties or operation of vehicles or equipment shall notify their~~his or her~~ supervisor before beginning work. Failure to do so may result in disciplinary action, including termination. If there is a question regarding such employee's ability to safely and effectively perform assigned duties, pre-clearance from a physician will be required.

2. **Prohibitions**

The following conduct is expressly prohibited, and violations shall result in disciplinary action, which may include termination. Where criminal activity is suspected, Macon Bibb County law enforcement shall be notified.

a. Unauthorized use, consumption, possession, manufacture, growth, distribution, dispensation, or sale of controlled substances or illegal drugs or drug paraphernalia on MBCG premises, in MBCG-supplied vehicles, in any MBCG work area, or while wearing a MBCG uniform or insignia.
b. Unauthorized use, consumption, possession, manufacture, distribution, dispensation, or sale of alcohol, while on duty, on MBCG premises, in MBCG-supplied vehicles, in any MBCG work area, or while wearing a MBCG uniform or insignia.
c. Being under the influence of an unauthorized or controlled substance or illegal drug or alcohol, while on duty, on MBCG premises, in MBCG-supplied vehicles, or in any MBCG work area.
d. The use or possession of alcohol or illegal drugs off MBCG premises and while not on duty may be cause for discipline where such conduct can be shown to have a direct and material adverse impact on MBCG's interests, including public image.
e. Reporting to work or engaging in any work activity whatsoever on behalf of MBCG in a condition which could pose a threat of harm to the employee or other person, or reporting to or engaging in any work on behalf of MBCG in a condition which could impair the ability to satisfactorily perform any essential function of the job due to the use of drugs or misuse of alcohol.
f. A conviction of an employee for the sale of or possession with intent to sell illegal drugs at any time or place is cause for immediate termination.
g. Storage in a locker, desk, automobile, or other repository on MBCG property of any illegally-used drug, controlled substance, drug paraphernalia, or alcohol whose storage is unauthorized.
h. Switching or adulterating any sample.
i. Refusing to consent to or submit a breath, urine, hair, or blood sample for testing, or refusing to undergo a drug or alcohol test~~(s)~~, which may include an inability to provide a sufficient urine specimen, saliva sample, or breath sample without a valid medical explanation; a verbal declaration of refusal to undergo a drug or alcohol test~~(s)~~; obstructive behavior; or, physical absence resulting in the inability to conduct the test.
j. Failure to notify, in writing, MBCG of any arrest or conviction under any drug or alcohol statute for a violation occurring in the workplace, in accordance with Section 6.01 of this manual~~within five (5) days of the arrest or~~

~~conviction~~.

k. Abusing or misusing prescription drugs or over-the-counter medications, which includes but is not limited to the use, possession, sale, or solicitation for the purpose of purchase or sale of any prescription medication for which the employee lacks a valid prescription.

l. Failure to notify a supervisor of the use of a prescription drug which may alter the employee's behavior or physical or mental ability. If an employee obtains a performance-altering prescription, the employee must also obtain a written release from the attending physician which states that the employee can perform ~~his/her~~their job duties safely while using the medication as prescribed.

m. Refusing to sign a statement agreeing to abide by MBCG's Alcohol and Drug-Free Workplace Policy, and any other forms required during any testing process.

n. Hindering, obstructing, or refusing to cooperate or participate in any investigation involving suspected violations of this policy, including but not limited to providing false, misleading, or incomplete information in response to any inquiry from a supervisor related to a suspected violation of this policy.

o. Hindering, delaying, or obstructing a drug or alcohol test~~(s)~~, including but not limited to tampering with a sample or interfering in any way with the chain of custody; providing false information in connection with a test; or, falsifying test results through tampering, contamination, adulteration, or substitution. Any employee who is suspected of false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed specimen collection.

Any employee reasonably suspected of violating any of these provisions shall be suspended from ~~his/her~~their job duties pending an investigation and verification of condition, and will be ~~. The employee will be~~ subject to alcohol and~~/or~~ drug testing ~~and, if the employee is under the influence of a prohibited substance or fails to pass a drug or alcohol test, he/she shall be terminated~~.

3. Medical Marijuana

a. Notwithstanding any other provision in this policy concerning medically prescribed substances, no employee working in any safety-sensitive position shall be allowed to use, consume, possess, transfer, display, transport, purchase, sell, or grow marijuana in any form, including low-THC

oil, or any cannabinoid or THC analogue (including hashish, Delta-8 THC, Delta-9 THC, and CBD), either while on duty, or off-duty, or to have any detectable amount of cannbinoid metabolites in such employee's system while at work.

No employee working in a safety-sentitive position shall be entitled to any accommodation under the Americans with Disabilities Act that allows the use of marijuana, THC, or any other cannabinoids either while on or off duty, or that allows for any exception to the general prohibition against having any detectable amount of cannabinoid metabolites in such employee's system while at work. Employees violating this policy shall be subject to disciplinary action, up to and including involuntary reassignment to a non-safety-sensitive position or termination.

b. For employees in non-safety-sensitive positions, it is generally a violation of policy to use, consume, possess, transfer, display, transport, purchase, sell, or grow marijuana in any form, including low-THC oil, or any cannabinoid or THC analogue (including hashish, Delta-8 THC, Delta-9 THC, and CBD), either while on duty, or off-duty, or to have any detectable amount of cannbinoid metabolites in such employee's system while at work. Employees violating this policy shall be subject to disciplinary action, up to and including termination.

~~3.~~4. Drug and Alcohol Treatment

a. An employee who voluntarily identifies ~~himself/herself~~ themselves as a user of drugs or abuser of alcohol prior to being asked or required to take a drug or ~~/~~alcohol test will not be subject to disciplinary action if the employee seeks immediate assistance and treatment through MBCG's Employee Assistance Program or a similarly available treatment program.
b. Failure to comply with all requirements of a treatment program, or continued use of drugs or alcohol during or after completion of such a program, will result in an appropriate disciplinary action if such use results in a violation of this policy.
c. Nothing in this policy is intended to discriminate against any person on the basis of addiction to drugs or alcohol or on the basis of an individual's medical history of addiction to drugs or alcohol pursuant to the Americans with Disabilities Act (ADA). However, MBCG reserves the right to take into account, for purposes of employment or disciplinary action, any history of criminal activity related to such use to the extent that such may lead to

disqualification from employment.

~~4.~~5. **Searches**

a. MBCG reserves the right to search for evidence of prohibited conduct at any time and without notice or employee consent of all areas and property, real or personal, which are owned or controlled by MBCG or where MBCG has the right to control, including joint control with an employee. Such areas and property include, but are not limited to MBCG-owned or leased or controlled buildings, parks, land, motor vehicles, desks, lockers, files, or storage containers.
b. With respect to personal property not owned or controlled by MBCG, but which is in the possession or control of the employee on MBCG premises or located in a MBCG-supplied vehicle or in a MBCG work area, and where any supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of alcohol or drugs, and where alcohol or drugs are suspected to be inside such personal property, the employee may be ordered to submit said personal property to a search. Such may include orders to unlock and open vehicles, tool boxes, lunch boxes, lockers, etc., and to turn inside out clothing pockets and billfolds, purses, envelopes, sacks, etc. The refusal of the employee to comply with such order may be cause for discipline, including termination.

~~5.~~6. **Testing**

A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 C.F.R. Part 40, as amended.

a. **Pre-Employment Testing**:

Applicants for all positions of employment with MBCG must undergo a pre-employment physical, which will include~~pre-employment~~ drug testing, after a conditional offer of employment has been extended, but before the employee is placed on payroll. This requirement also applies to seasonal employees, interns, and any other persons who will be working in any MBCG facility. A negative drug test is a prerequisite for employment with MBCG. Failure of a pre-employment drug test disqualifies an applicant for employment with MBCG.

b. **Pre-Employment, Promotion, or Transfer to Safety-Sensitive Positions Testing:**

i. MBCG shall require, as part of the employment process, that all applicants for initial employment for, or appointment or promotion or demotion or transfer to~~,~~ any ~~"~~safety-sensitive~~"~~ positions ~~(as defined in the "Definitions" section of this policy),~~ must submit to a pre-employment drug and alcohol ~~screening/~~testing in order to determine the individual's suitability for employment or appointment. The results of such ~~screening/~~testing will be revealed to the applicant and the applicant will be allowed to request a confirmatory test. Such retest shall be coordinated by the Human Resources~~/Risk Management~~ Department and shall be performed on the original specimen provided by the applicant and shall be at the applicant's expense. Additionally, the applicant shall be given an opportunity to explain or to provide a bona fide verification of a valid current prescription for any drug identified in the drug ~~screening/~~test~~ing~~. The applicant will be informed if the reasons for rejection for employment or appointment include the results of the ~~screening/~~testing.

ii. An employee who ~~screens/~~tests positive for alcohol or drugs will be in violation of this policy and may be subject to disciplinary action, including termination. An applicant who tests positive shall not be hired. Refusal or failure of an employee or ~~-~~applicant to submit to the ~~screen/~~test will be cause for rejection of the appointment or employment of such applicant, and shall be a basis for disciplinary action, up to and including termination, for current employees.

c. **Regular Physical Examinations**:

Whenever MBCG's standard policy requires an employee in a ~~"~~safety-sensitive~~"~~ position ~~(as defined in the "Definitions" section of this policy)~~ to undergo a physical examination, that examination may include a breath, saliva, urine, ~~and/or~~or blood tests for alcohol and drugs. Opportunity for confirmatory testing shall be provided as set in this policy. An employee who tests positive for alcohol or drugs during such a physical exam will be in violation of this policy. Refusal or failure of an employee or applicant to submit to the test will be cause for disciplinary action, up to and including termination, for current employees.~~Refusal of the employee to submit to the test will be cause for discipline, including termination.~~

d. **Accidents Resulting in Property Damage**:

i. Any employee who is involved in a motor vehicle accident while operating a MBCG vehicle or equipment or any job-related motor vehicle accident or any other accident which results in property damage will be required to submit to drug and~~/or~~ alcohol testing. The employee will be taken to a collection site to provide the required ~~urine and/or blood and/or breath and/or saliva~~test specimen as soon as possible after the accident.

ii. An alcohol test should be completed within two ~~(2)~~ hours of the accident or report of injury but no more than eight ~~(8)~~ hours after the accident or report of injury. A drug test should be completed within eight ~~(8)~~ hours of the accident or report of injury but no more than thirty-two ~~(32)~~ hours after the accident or report of injury.

iii. All cases involving post-accident testing must be immediately reported in writing to Risk Management and ~~/~~Human Resources.

iv. The record of the test results shall be included with the report to Risk Management and ~~/~~Human Resources. The facts underlying the determination to require testing shall be disclosed to the employee at the time the order is given.

v. An employee who tests positive for drugs or alcohol as a result of such testing will be in violation of this policy. Opportunity for confirmatory drug testing shall be provided as set in this policy.

e. **Other Post-Accident Testing:**

i. When an employee is involved in an on-duty motor vehicle collision or an off-duty motor vehicle collision while operating a MBCG vehicle, or is injured during the course of their employment, alcohol and drug testing will be performed.

ii. An alcohol test should be completed within two ~~(2)~~ hours of the accident or report of injury but no more than eight ~~(8)~~ hours after the accident or report of injury. A drug test should be completed within eight ~~(8)~~ hours of the accident or report of injury but no more than thirty-two ~~(32)~~ hours after the accident or report of injury.

iii. The Supervisor or Department Head shall require tests for injuries received on the job, but for which medical attention is not necessary.

iv. All employees who have been involved in an on-the-job accident, injury, or serious safety violation under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury

event shall be required to submit to a drug and~~/or~~ alcohol test. "Involved in an on-the-job accident or injury" means not only one who was injured, but also any employee who potentially contributed to the accident or injury event in any way.

v. An employee who is required to submit to a test after an on-the-job injury will be escorted to a testing site as soon as practical within the parameters set forth in Section ii above.

vi. An employee who refuses to provide a ~~blood, urine, breath, or saliva~~ testable sample as required ~~for testing~~ within the time set forth in this policy shall be advised by Risk Management or ~~/~~Human Resources in writing that such a refusal may result in the forfeiture of all compensation to which the employee may be entitled under the Workers' Compensation Laws of the State of Georgia, and may affect the approval of leave benefits offered by MBCG. Such refusal shall constitute a violation of this policy, and shall result in disciplinary action up to and including termination.

vii. Pursuant to Georgia's Workers' Compensation laws, if the amount of alcohol in the employee's blood within three ~~(3)~~ hours of the time of an alleged accident, as shown by chemical analysis of the employee's blood, urine, breath, or other bodily substance, is 0.08 grams or greater, there shall be a rebuttable presumption that the accident and injury or death were caused by the consumption of alcohol. The amount of any alcohol found in the employee's blood at any time after the accident, however, may disqualify the employee from workers' compensation benefits.

viii. If any amount of marijuana or a controlled substance as defined in this policy, paragraph (4) of Code Section 16-13-21, Code Sections 16-13-25 through 16-13-29, Schedule I-V, or 21 C.F.R. Part 1308 is in the employee's ~~blood~~ bodily system within eight ~~(8)~~ hours of the time of the alleged accident, as shown by chemical analysis of the employee's ~~blood, urine, breath, or other~~ bodily substance test sample, there shall be a rebuttable presumption that the accident and injury or death were caused by the ingestion of marijuana or the controlled substance. The amount of any marijuana or controlled substance in the employee's blood discovered during any time frame, however, may disqualify the employee from workers' compensation benefits.

ix. This testing is performed in addition to any testing ordered by law enforcement authorities.

f. **Reasonable Suspicion Testing:**

i. Whenever a supervisor, Department Head, member of Human Resources, or member of Risk Management has a reasonable suspicion that any employee on duty or scheduled for duty is intoxicated or under the influence of alcohol or drugs, the employee may be ordered by MBCG to submit to a drug and~~/or~~ alcohol test. Refusal of an employee to submit to the test will be cause for discipline, including termination.

ii. The Department Head or ~~his/her~~their designee shall be notified of the circumstances necessitating the test as soon as possible.

iii. The supervisor or Department Head shall fully document all appropriate witnesses as soon as possible.

iv. "Reasonable suspicion" is that quantity of proof or evidence that is more than intuition or strong feeling, but less than probable cause, and must be based on specific, objective facts or reasonable inferences drawn from facts that would cause a reasonable person to suspect that the employee is or has been using drugs or alcohol.

v. Such "reasonable suspicion" facts include, but are not limited to any one or more of the following:

1. Direct observation of prohibited drug or alcohol use;
2. Slurred speech;
3. Alcohol ~~beverage~~ odor on the breath;
4. Unsteady walking and movement or other such physical appearance;
5. An accident involving MBCG property;
6. An on-duty motor vehicle accident;
7. Physical altercation;
8. Verbal altercation;
9. Lapse in cognitive abilities;
10. Aggressive, hostile, threatening, disruptive, or unusual behavior;
11. A report of prohibited drug or alcohol use as provided by a reliable and credible source;
12. Evidence that an employee diluted, tainted, tampered, or interfered with any test~~breath, blood, saliva, or urine~~ sample~~,~~ or ~~any~~ test required under this policy, or that the employee attempted to do the same;
13. Evidence that the employee is involved in the use, possession, sale, solicitation, or transfer of prohibited drugs;

14. Drugs, drug paraphernalia, alcohol, or containers indicating the presence of drugs or alcohol observed or discovered in a location in which the employee had primary control or access, including but not limited to desks, lockers, equipment, machines, or vehicles;~~. The employee must have accessed the location within twelve (12) hours prior to the discovery of such items;~~
15. Arrest or c~~C~~onviction for a drug-related offense in the workplace or during work hours;
16. Repeated or flagrant violations of MBCG's safety or work rules which are determined by a supervisor to pose a substantial risk of injury or property damage and which are not attributable to other factors and appear to be related to drug ~~and/or~~or alcohol abuse;
17. Tardiness or absence indicative of off-duty use of alcohol or prohibited drugs, which renders the employee unable or unwilling to perform duties.

vi. Any employee ordered to be tested based upon reasonable suspicion shall be immediately removed from duty, escorted to the testing facility, and taken home (unless other suitable arrangements have been made to transport the employee, including calling a cab). Under no circumstances will the employee be allowed to drive ~~himself/herself~~themselves home. The employee shall turn in keys to a MBCG vehicle, building, or office, as well as ~~his/her~~their identification badge or any other property belonging to MBCG.

g. **Random Drug Testing**:

i. Employees identified below are subject to alcohol and~~/or~~ drug testing on a random basis.

1. Safety-Sensitive Positions:

In order to ensure a safe working environment, promote employee efficiency, protect MBCG from liability, and protect MBCG's assets, other employees, and the public, individuals employed in safety-sensitive positions shall be subject to testing on a random basis.

2. Commercial Drivers:

   Individuals employed as operators of vehicles or equipment requiring the Commercial Driver's License (CDL) shall be subjected to additional alcohol and drug testing on a random basis as required by 49 Code of Federal Regulations Part 382, as amended.

ii. Tests will be ordered on a random, unannounced basis from the pool of CDL and safety-sensitive employees throughout the year.
iii. A random number table or computer-based random number generator will be used to select employees for random drug and alcohol testing, thereby allowing each employee an equal chance of being tested each month.
iv. The percentage of employees in the CDL random testing pool to be selected for breath alcohol testing and the percentage of employees in the CDL random testing pool to be selected for substance abuse testing shall be determined by the United States Department of Transportation and the Federal Motor Carrier Safety Association's Random Testing Rates, published annually.
v. At least 2-10% of safety-sensitive employees per department will be selected and tested for alcohol and drugs each year.
vi. An employee's name will remain in the pool after being selected so that every employee will have an equal chance of being tested each time selections are made. Therefore, it is possible that any employee who is randomly selected may be randomly selected again during the same year.
vii. ~~Any employee with a confirmed positive drug or alcohol test will be removed from his/her position to a substance abuse professional for assessment at the employee's expense.~~ A confirmed positive drug or alcohol test will result in termination of employment.
viii. The County Administrator or Risk Management or Human Resources shall ensure that all departments comply with all reporting and recordkeeping requirements of 49 Code of Federal Regulations Part 382, as amended.

h. **After-Care Testing**:

i. Employees in safety-sensitive positions returning to work from an approved, self-referred treatment program for drug or alcohol abuse will be subject to frequent, unannounced urine and~~/or~~ breath testing

following return to duty. Follow up testing will be performed for a period of one ~~(1)~~ to five ~~(5)~~ years with a minimum of six ~~(6)~~ tests to be performed during the first year following return to duty.

ii. Employees who re-enter MBCG's work force following self-referral to a drug or alcohol treatment program or facility must agree to a re-entry agreement with MBCG. The agreement may include, but is not limited to:

1. A release to work statement from the substance abuse professional;
2. A negative test for alcohol and~~/or~~ drug use;
3. An agreement to submit to unannounced and frequent follow-up testing for a period of one ~~(1)~~ to five ~~(5)~~ years with a minimum of six ~~(6)~~ tests to be administered during the first year following return to duty;
4. Statement of work-related behaviors;
5. An agreement to follow specified after-care requirements with the understanding that violations of the re-entry agreement shall be grounds for termination of employment.

i. **Return to Duty Testing**:

Employees who are absent from work on any leave for thirty ~~(30)~~ days or longer shall be tested for drugs immediately prior to returning to work and before performing any job duties. Any employee who ~~screens/~~tests positive for alcohol or drugs will be in violation of this policy and may be subject to further disciplinary action, including termination. Refusal of an employee to submit to the ~~screen/~~test will also be cause for disciplinary action, including termination.

j. **Consent Testing:**

When any employee has consented to a drug or alcohol test, the consent must be signed by the employee and a supervisor from the employee's department or an authorized person from the Human Resources Department or Risk Management Department. This consent shall also include consent to the release of the test results to MBCG's Human Resources or Risk Management Department. Absent such signature, the testing provider will note on the form the individual's refusal and attempt to go forward with the test. Continued refusal by the employee constitutes failure to obey an order to submit to the test and is grounds for disciplinary action,

including termination. The failure of an employee to provide a testurine specimen within two hours of the request at the test site is tantamount to a refusal. Refusal by an applicant to sign the consent form and/or be tested shall be grounds for rejection of the application.

6.7. Testing Procedures

a. Testing for the presence of alcohol and/oror drugs may be conducted by analysis of breath, urine, hair, saliva, and/oror blood.
b. In any situation in which the employee has been ordered to be tested or tests positive and the employee refuses assistance in leaving the building or property or insists on leaving in his/hertheir own vehicle, supervisors and/oror department heads must document the situation and, depending on the circumstances, contact the Macon Bibb County Sheriff's Office non-emergency line and provide the sheriff's department with the employee's name, vehicle description, and license plate number. However, if the employee is extremely agitated, violent, or is making threats of violence, leaves the premises in a MBCG vehicle, or if it is believed that the employee has violated the law, then 9-1-1 must be called.
c. The drug and/or alcohol analysis may test for alcohol or a controlled substance which could impair an employee's ability to safely or effectively perform the function of his/hertheir job. Controlled substance means any drug listed in 21 U.S.C. 812 and other federal regulations and any "illegal drugs" as defined in the Definitions section of this policy. Generally, these are drugs which have a high potential for abuse. Such drugs include, but are not limited to prescription medications, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids.
d. Lab reports and/oror test results will not be placed in the employee's personnel record. This information will remain in a separate medical record that will be securely kept under the control of Risk Management/ or Human Resources. Test results will only be released by Risk Management or /Human Resources to MBCG officials on a strictly need-to-know basis, to the tested individual upon request, and other persons required by law. Such release may also occur in case of the following events:

    i. The information is compelled by law or by judicial or administrative process, including disciplinary proceedings;
    ii. The information is needed as evidence in a disciplinary hearing involving the subject employee;
    iii. The information is needed to determine eligibility for employee

benefits, including sick leave, disability pension, or retirement benefits; or.

iv. The information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

7.8. Drug and /Alcohol Screen Analysis

a. **Alcohol**:

i. For purposes of this prohibition, an employee shall be deemed to be "under the influence" of alcohol where a blood alcohol content by weight of alcohol exists in the person's blood exceeding 0.04 percent.

ii. An employee may be found to be "under the influence" where blood alcohol content by weight of alcohol exists in the person's blood is less than the foregoing amounts and other competent evidence shows job performance or employee safety to be affected.

iii. Pursuant to Georgia's Workers' Compensation laws, if the amount of alcohol in the employee's blood within three (3) hours of the time of an alleged accident, as shown by chemical analysis of the employee's blood, urine, breath, or other bodily substancetest sample, is 0.08 grams percent or greater, there shall be a rebuttable presumption that the accident and injury or death were caused by the consumption of alcohol. The presence amount of any alcohol found in the employee's blood test sample at any time after the accident, however, may disqualify the employee from workers' compensation benefits.

iv. If any amount of marijuana or a controlled substance as defined in this policy, paragraph (4) of Code Section 16-13-21, Code Sections 16-13-25 through 16-13-29, Schedule I-V, or 21 C.F.R. Part 1308 is in the employee's test sample blood within eight (8) hours of the time of the alleged accident, as shown by chemical analysis of the sampleemployee's blood, urine, breath, or other bodily substance, there shall be a rebuttable presumption that the accident and injury or death were caused by the ingestion of marijuana or the controlled substance detected. The amount presence of any marijuana or controlled substance in the employee's blood discovered during any time frame, however, may disqualify the employee from workers' compensation benefits.

v. No CDL employee in a safety-sensitive position shall perform

~~his/her~~their ~~safety-sensitive~~ job functions within eight ~~(8)~~ hours after using alcohol.

vi. Alcohol screening will be conducted using a federally approved testing device operated by a trained technician. An initial screening will be conducted first. If the initial test indicates an alcohol concentration of 0.02 percent or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test will be performed using a federally approved evidential breath testing device operated by a trained breath alcohol technician.

vii. Any tested employee with a confirmed alcohol concentration of 0.02 percent or greater but less than 0.04 percent will be removed from duty for 24 hours without pay. This removal from duty will be treated as an unexcused absence subject to termination of employment for a second offense. A confirmed alcohol concentration of 0.04 or greater shall constitute a positive alcohol test in violation of this policy and a violation of the federal requirements for safety sensitive employees set forth in 49 C.F.R. Part 654, and the employee may be subject to termination of employment.

b. **Drugs**:

i. The drug screen analysis will include those agents that most frequently are the drugs of abuse. The list will be subject to review and modification. Each drug screening may include a test for the following illicit narcotics or drugs:

1. Amphetamines (Benzedrine, Dexedrine, Methamphetamine, etc.);
2. Barbiturates (Seconal, Phenobarbital, Pentobarbital, etc.);
3. Benzodiazepines;
4. Cannabinoid metabolites (Marijuana, Hashish, THC, etc.);
5. Opiate derivatives (Heroin, Morphine, Codeine, etc.);
6. Cocaine metabolites (Benzoylecgonine, Ecgonine, Crack, etc.);
7. Phencyclidine (P.C.P., etc.);
8. In any instance in which there is reason to believe an employee is abusing a substance other than what is listed above, MBCG reserves the right to test for additional drugs under its own authority using standard laboratory testing protocols.

ii. To ensure accuracy and fairness of the testing program, all testing will be conducted by medical personnel.

iii. Two types of drug tests may be employed: initial screening tests, often referred to as color tests; and confirmatory tests. Initial screening ~~(color)~~ tests are designed to distinguish negative from presumptive positive samples. Confirmatory tests positively identify a drug or metabolite when preliminary or field tests indicate their presence. Drug screening technologies will include gas chromatography/mass spectrometry (GC/MS) analysis and may include other tests as follows:

1. Enzyme Immunoassay (EIA);
2. Radioimmunoassay (RIA);
3. Fluorescence Polarization Immunoassay (FPIA);
4. Intoxilyzer ~~Model 5000~~analysis (for alcohol);
5. Field tests such as Abuscreen® Assays.

iv. Thresholds have been established which set the limit at which a drug test may be called positive. Specimens containing the drug or metabolite below the threshold are identified as "negative." All specimens identified as positive on the initial test shall be confirmed.

1. The initial and confirmatory drug test cutoff values promulgated by the Department of Health and Human Services (Federal Register, Vol. 53, No. 69, published April 11, 1988), and as amended, are hereby adopted as the cutoff values for this policy. These tests levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations.
2. Threshold levels specified by the reagent manufacturers will be used for drugs or compounds not listed in the Federal Register, or specified by law.

c. **Acceptable Laboratories**:

i. Only laboratories currently certified to meet Subpart C of Mandatory Guidelines for Federal Workplace Drug Testing Programs (53 F.R. 11986) may conduct confirmatory drug tests.

ii. Chain of custody procedures will be followed and documented.

iii. Specimens found to be positive will be maintained (frozen) for one year, unless the laboratory is otherwise directed.

iv. An inadvertent failure to comply with a requirement of this protocol which does not render the test result unreliable shall not prevent MBCG from imposing disciplinary action, including termination, against the employee.

d. All positive drug results will be interpreted by a physician approved by MBCG as a Medical Review Officer (MRO) before the results are reported to MBCG. The MRO will make reasonable efforts to ascertain whether there may be a legitimate medical explanation for any positive test result by requesting information from the employee prior to administering the test.

e. Upon notification of a verified positive result for drugs, the employee may request that the remaining portion of ~~his/her~~their (original) split specimen undergo a second confirmation test at ~~his/her~~their expense at a different DHHS laboratory. If the test conducted at the employee's request is negative for the presence of drugs, a third test may be made at MBCG's sole expense at a separate DHHS facility of its choosing. The results of the third facility will be determinative. If the results from the third facility are negative, all prior positive tests will be disregarded and shall not be the basis for any disciplinary or adverse action.

f. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 C.F.R. Part 40, as amended. The employee's request for a split sample test must be made to the MRO within 72 hours of notice of the original sample verified result. Requests after 72 hours will only be accepted if the delay in the request was due to documented facts beyond the control of the employee.

g. MBCG will make reasonable efforts to notify the employee of a positive test within five ~~(5)~~ days from the date it receives the test results. Because the results of a breath alcohol test are immediately available, this provision will not apply to alcohol tests conducted in such a manner.

h. In the event that it is not reasonable under the circumstances to conduct an alcohol test based on a breath test, MBCG reserves the right to test for the presence of alcohol by a blood, or other~~, test~~ recognized means of analysis. If this procedure is used, MBCG will make reasonable efforts to notify the employee of a positive test within five ~~(5)~~ days from the date it receives the test results. An MRO will not be used when a blood test for alcohol is administered.

~~8.~~9. Program Administration:

a. Risk Management and /Human Resources are is responsible for the overall administration of the program.
b. Responsibilities are to:

i. Prepare a report outlining the number of tests given; the basis of the tests (random, pre-employment, post-accident, etc.); the results on a summary basis; and, the costs incurred in the program.
ii. Provide Department Heads with the names of employees selected at random to be tested.
iii. Assist Department Heads in the administration of MBCG's Drug-Free Workplace Program.
iv. Assist employees who voluntarily come forward to get assistance with any substance abuse problems by referring them to the Compliance Officer for accommodations analysis.
v. Receive the results of all drug tests and maintain the information in a secure file for a minimum of five (5) years. When positive results are received, notify the appropriate Department Head. The Department Head will provide the person tested with an opportunity to explain the results prior to personnel action being taken.

vi. Designate collection sites and perform other actions necessary to implement this policy.

9.10. Consequences for Violation of this Policy:

a. All violations of this policy will be taken seriously, and will generally result in severe disciplinary measures, up to and including termination from employment and permanent ineligibility for rehire. Violations involving Safety-Sensitive Employees, workplace accidents which result in personal injury to any person (including the violator) or damage to any property, or criminal charges or behaviors will be regarded as especially serious violations. Safety-Sensitive Employees who are not terminated may be involuntarily reassigned to a non-Safety Sensitive position, which may include a demotion or reduction in pay rate. In determining the appropriate consequence to impose for violating this policy, the department head imposing the consequence should consider the duties of the employee(s) involved, the circumstances of the violation, the type and concentration of drugs or alcohol involved, and any other information that they deem relevant.
a.b. One of the goals of the alcohol and drug-free workplace program is

to encourage employees to voluntarily seek help with alcohol ~~and/or~~or drug problems. If, however, an individual violates this policy, the consequences are serious.

~~b.~~c. MBCG will allow all applicants and employees who test positive for alcohol ~~and/or~~or drugs the opportunity to explain the test results prior to taking an adverse action.

~~c.~~d. If an applicant tests positive for drugs ~~and/or~~or alcohol and is unable to provide a reasonable explanation for the result, MBCG ~~will~~ may withdraw any~~the~~ offer of employment or terminate the applicant's candidacy, in the case of applicants applying for safety-sensitive positions, MBCG will not offer employment.

~~d.~~e. Violation of this policy may result in severe disciplinary action, including discharge for a first offense at MBCG's sole discretion.

~~10.~~11. **Confidentiality:**

All reports of test results for drugs and alcohol, searches, or any employee referral to or participation in an EAP program or treatment program for addictive disorders will be maintained in strict confidence. Any person authorized to have access to such confidential information who, without authorization, discloses it to another person shall have engaged in gross misconduct and shall be subject to severe disciplinary action up to and including termination of employment.

The confidentiality of such information shall not apply to any use by or communication to the office of the MBCG Attorney, or where the information is relevant to the MBCG's defense in an administrative or civil action. Such information may also be disclosed to the extent required by any federal, state, or local law, statute, ordinance or regulation. All personal health information shall be maintained in accordance with the Health Insurance Portability and Accountability Act (HIPAA); access to such information shall be limited to individuals who need the information to process claims under a MBCG program, or to individuals for whom the employee has signed a release form and presented the form to the administrator of such program.

~~11.~~12. **Shared Responsibility:**

a. A safe and productive alcohol and drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.
b. All employees are required to not report to work or be subject to duty while

their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

c. In addition, employees are encouraged to:

   i. Be concerned about working in a safe environment.
   ii. Support fellow workers in seeking help.
   iii. Request information from Human Resources or Risk Management on alcohol ~~and/or~~or drug rehabilitation programs in the community.
   iv. Report dangerous behavior to their supervisor.

d. Supervisors' responsibilities are to:

   i. Assist Human Resources and Risk Management in informing employees of the Alcohol and Drug-Free Workplace Policy.
   ii. Observe employee performance.
   iii. Work with Human Resources ~~and/or~~or Risk Management to investigate reports of dangerous practices.
   iv. Document negative changes and problems in performance and to counsel employees as to expected performance improvement.
   v. Refer employees to Human Resources or Risk Management for information on alcohol ~~and/or~~or drug rehabilitation programs in the community and collaboration with the Compliance Officer on accommodations necessary to receive requested treatment.
   vi. Clearly state consequences of policy violations.

~~12.~~13. **Training:**

~~a. In an effort to ensure that department heads, managers, supervisors, the Mayor, and members of the County Commission continue to be informed and educated on MBCG's alcohol and drug policies, updated training will be required every three (3) years.~~

~~b. Any employee hired or promoted into a supervisory position must receive training on this policy within one (1) year of hire or promotion.~~

All employees will receive training on this policy upon hire at orientation, and as the policy is amended from time to time.

~~13.~~14. **Communicating the Alcohol and Drug-Free Workplace Policy:**

a. All employees will receive a written or electronic copy of this policy.
b. This policy will be reviewed in orientation sessions with new employees.

c. All employees will receive an update of this policy when amended ~~annually~~.
~~d. Employee education about the dangers of alcohol and drug use and the availability of help will be provided to all employees.~~

MACON- BIBB CONSOLIDATED GOVERNMENT

ALCOHOL- AND DRUG-FREE WORKPLACE POLICY

ACKNOWLEDGEMENT

I hereby acknowledge that I have received the Macon- Bibb Consolidated Government Alcohol- and Drug-Free Workplace Policy. I have carefully and thoroughly read this Policy. I agree, without reservation, to follow the policy and procedures. I understand I may be required to submit to an alcohol or ~~and/or~~ drug test. I also understand that failure to comply with this~~e~~ policy ~~and procedures~~ will be a ~~is the~~ basis for discipline, up to and including termination and permanent ineligibility for rehire.

_____ _____

DATE EMPLOYEE'S SIGNATURE

_____

EMPLOYEE'S NAME (PRINTED)

CARE FOR MBCG EQUIPMENT

To aid in the performance of employees' job duties, MBCG provides certain equipment to employees, when and as needed, and consistent with the budgetary allocations approved by the County Commission.

Some of this equipment is large, specialized, or otherwise intended to be used by employees in common with other employees. This may include machinery, large tools, technology systems, or vehicles. Some of this equipment is small, or otherwise issued to a single employee. This may include items such as cell phones, laptops, tablets, radios, guns, cameras, tools, personal protective equipment, or other items.

In the course of each employee's employment, it is the responsibility of every employee to take care of all MBCG equipment that is made available for the use of that employee, or otherwise issued to that employee. Misuse, abuse, neglect, or negligent use of MBCG equipment can lead to workplace injuries or death, and the replacement or repair costs for misused equipment across MBCG are significant. The purpose of this policy is to require all employees to use reasonable care when handling or using MBCG equipment, and to return any issued equipment to MBCG upon separation from employment.

1. **General Policy:**

It is the general policy of MBCG that employees shall be responsible to pay for those costs associated with the loss, damage, destruction, or failure to return MBCG equipment to the extent allowed by law, and to the extent that such equipment is covered under this policy. Where allowed by law, the costs owed for loss, damage, destruction, or failure to return any MBCG equipment shall be calculated according to the terms of this policy.

2. **Equipment Covered Under This Policy:**

This policy shall include the following:

A. All equipment worth more than mere surplus or scrap value, which is knowingly or intentionally lost, damaged, destroyed, stolen, removed, or taken and not returned; and

B. All equipment valued at over $100.00, and which is lost, damaged, or destroyed through the intentional or knowing act or omission or gross negligence of any employee.

3. Equipment Not Covered Under This Policy:

Except as provided in Paragraph 2(A), above, this policy shall not include any of the following:

A. Any items or equipment which are consumable (for example, pens, paperclips, copier paper, fuel, ammunition), or which are not intended to be used for longer than one year, and which, in the aggregate, total less than $100.00 in value;
B. Any items or equipment which have been lawfully declared as surplus or scrap;
C. Any items given to any employee as a benefit of employment, with the express understanding that they would become the employee's personal property and not need to be returned (for example, shirts ~~or uniforms embroidered with an employee's name,~~ or tokens of appreciation given to commemorate a departmental or organizational event or personal achievement);
D. Any equipment which is lost, damaged, or destroyed through the ordinary use or mere negligence of any employee, including normal wear and tear; or
~~**E.**~~ Any equipment which is improperly taken from MBCG but returned within five business days of the employee being instructed by a superior to return the item, or of the employee's date of separation, whichever is earlier.
E.

4. Calculation Of Costs Owed:

If an employee's actions or omissions cause any equipment covered under ~~Paragraph 2 of~~ this policy to be lost, damaged, destroyed, stolen, removed, or taken and not returned, then costs owed by that employee shall be calculated as follows:

C = Total cost to repair (if cost effective) or replace the equipment (estimated, if unknown)

A = Age of the equipment (estimated, if unknown)

L = Expected commercial useful life for new equipment of that type (estimated, if unknown)

N = Number of people responsible for the equipment costs being incurred

Total Costs Owed = C x (L-A)/L x 1/N

5. Collection of Costs Owed:

Costs incurred by employees under this policy may be collected through one or more of the following means:

A. Forfeiture of accrued annual leave or comp time, to be achieved by paying that employee wages equal to the employee's regular hourly wage for each hour of

accrued time forfeited, withholding taxes in accordance with law, and then deducting the costs incurred on an after-tax basis;

B. Deduction of wages from a paycheck on an after-tax basis for any payouts of accrued leave of any kind made to any employee upon the separation of that employee from employment;

C. For FLSA Non-Exempt employees, deduction of wages from a paycheck on an after-tax basis, provided that deductions shall not be so great as to cause any employee's wages for any work week to fall below the prevailing legal minimum wage for both regular and overtime hours worked;

D. An invoice issued to the employee for payment, which may be paid according to mutually agreeable terms; and

E. In exceptional cases, referral of the debt to a collection agency.

6. Discretionary Waiver Of Excess Costs Owed:

If an employee has insufficient accrued leave or unpaid wages which can be withheld to pay for costs incurred under this policy, and the amount of the excess costs owed is so small that the burden of collecting would clearly exceed the amount owed, or if circumstances are such that the likelihood of collecting would be small, then the department head shall have the discretion to waive those excess costs without requiring repayment, if the costs are no greater than $2,500.00, or the Mayor or County Manager shall have the discretion to waive costs of any amount.

7. Employee Discipline Or Prosecution:

Nothing in this policy shall prevent MBCG from also disciplining or terminating any employee for their role in the events giving rise to the loss, damage, destruction, theft, removal, or taking in accordance with the disciplinary policies of MBCG. Nothing in this policy shall prevent MBCG from referring any matter to law enforcement for prosecution in the event that any actions which might give rise to the loss, damage, destruction, theft, removal, or taking of MBCG property constitute crimes under the laws of MBCG, the State of Georgia, or the United States.

WORKERS' COMPENSATION

SECTION I – GENERAL

A. Purpose:

To establish a guideline for the administration of workers' compensation benefits, applicable to all compensable occupational injuries and diseases arising out of and in the course of employment with Macon-Bibb County Government (MBCG), as defined under the Georgia Workers' Compensation laws.

B. Definitions:

1. Employee: Any individual employed by MBCG (not to include non-MBCG employees of elected officials, independent contractors or their employees, or specific groups as indicated in the Georgia Workers' Compensation laws) on a full or part-time basis and those individuals for which MBCG contractually accepts workers' compensation liability.

2. Compensable Injury or Illness: An injury or illness that arises out of and in the course of employment as defined by the Georgia Workers' Compensation laws.

3. Workers' Compensation System: Services, fees, and benefits that are required by law to be paid by MBCG in regard to a compensable job-related injury or illness.

4. Supplemental Benefit: The use of an employee's sick leave or annual leave to make up the difference between State mandated workers' compensation income benefits and the employee's normal gross salary. This benefit can be denied if the employee does not comply with MBCG rules, regulations, and procedures regarding workers' compensation.

5. Normal Gross Salary: For the determination of supplemental benefits, normal gross salary is based on the normal regular hours the job is based upon which does not include any additional hours, overtime, etc. (i.e., generally 40 hours per week).

6. Disability: The inability of an employee to assume their regularly assigned job after sustaining a compensable job-related injury or illness.

7. Panel of Physicians: A list of specific medical providers as defined by the Georgia Workers' Compensation laws whom MBCG has chosen to provide medical care for

compensable work-related injuries and illnesses. MBCG develops and maintains a panel in compliance with the Workers' Compensation laws.

8. Authorized Treating Physician: A medical provider that has been authorized by MBCG's Workers' Compensation program to manage the medical aspect of a compensable injury or illness. This medical provider may arrange for consultations and referrals with other medical providers as allowed under the Georgia Workers' Compensation laws.

9. Referral Physician: A medical provider in which the authorized treating physician has referred an employee for specific medical treatment for a compensable injury. A referral physician cannot make a referral to another medical provider.

10. Medical Dispensary: A medical facility utilized by MBCG in the management of workers' compensation cases.

11. First Aid: The immediate medical aid given to an injured or ill person before the services of an authorized treating physician is or can be secured.

12. Medical Emergency: A situation arising as a result of a compensable job-related injury or illness, in which an Employee is suffering from or at an imminent risk of loss of life, or serious or permanent bodily injury. This is an unforeseen occurrence or combination of circumstances which calls for immediate action or remedy. Once the emergency is over, the employee must conform to the panel of physicians for medical treatment and work status.

13. Maximum Medical Improvement: That point in an Employee's medical recovery which the authorized treating physician has determined is the maximum improvement to expect.

C. Applicability:

All MBCG employees as defined above.

SECTION II - RESPONSIBILITY

A) Employees:

1. Employees should be aware of and shall follow all rules, regulations, policies, and procedures regarding working safely and what to do when an injury or accident occurs.

2. An employee or their representative must give the employer (or the employer's agent, representative, foreman, or the employee's own supervisor) notice of the injury immediately on the occurrence of any accident, injury, or illness, or as soon thereafter as practicable. Failure to do so could result in the loss of benefits based on criteria established by the Georgia Workers' Compensation laws.

3. The employee is required to provide truthful and accurate information regarding any injury that they claim. Failure to do so can mean disciplinary action through MBCG's disciplinary process as well as through the State of Georgia Workers' Compensation system. Employees who knowingly submit false or fraudulent workers' compensation claims may also be referred to authorities for prosecution.

4. Those employees who are witnesses to a job-related injury will fill out a witness statement upon request. Refusal to do so or falsifying of information is cause for disciplinary action.

5. Any employee with information related to a workers' compensation injury or accident shall provide this information to Workers' Compensation personnel.

6. All employees shall cooperate with any investigation conducted by or at the request of Workers' Compensation personnel. Employees failing to cooperate are subject to disciplinary action.

7. Unless a true emergency exists, any employee suffering a workplace injury or accident shall first go to the Medical Dispensary for initial evaluation and for selection of a physician from the Workers' Compensation Panel of Physicians if medical treatment is required.

8. When the Medical Dispensary is closed (weekends, holidays, nights) and treatment of a compensable injury cannot wait, or in the event of an emergency or serious injury requiring immediate medical attention, the employee may seek treatment from an emergency medical facility or urgent care facility; however, the employee must follow up with the Medical Dispensary on the first day the Medical Dispensary is open to be set up with an authorized treating physician.

9. Employees shall attend all approved medical treatment.

10. Employees shall follow up through the Medical Dispensary after all doctor visits releasing employees to regular or restricted duty.

11. Employees released to work with restrictions shall report to their department for temporary light duty assignments. While the Medical Dispensary is qualified to evaluate the extent and duration of an employee's limitations, any instructions on the form or nature of any light duty assignment shall be treated as advisory only. Where a limitation is expected to last for 6 months or longer, then the employee's return to work shall be evaluated by the Compliance Officer according to the ADA Accommodations process.

12. Employees are responsible for notifying their department and supervisor of all medical appointments related to their compensable workers' compensation injury upon returning to work.

13. If an employee has any concerns regarding working with restrictions or temporary light duty assignments, the employee shall report to Workers' Compensation personnel or the Compliance Officer to address those concerns.

B) Supervisors:

1. Should assist an injured employee in getting medical treatment, including emergency medical treatment, if needed.

2. For routine accidents and injuries, supervisors should seek first aid treatment for an injured employee through the Medical Dispensary during normal operating hours and file required paperwork.

3. Remind employees of the workers' compensation procedures and processes, and put the injured employees in contact with the Worker's Compensation personnel.

4. If an employee goes to the emergency room for treatment of a compensable injury/illness, the supervisor should inform the emergency room staff that the injured employee is a MBCG employee, and that follow-up care must be through an authorized workers' compensation physician after the emergency treatment has ceased.

5. Inform the Department Head and Workers' Compensation personnel of an injury or illness or alleged injury or illness as soon as possible. Complete and file an injury report with Workers' Compensation personnel within twenty-four hours. If an employee is hospitalized or a death occurs, notification to the Department Head and Workers' Compensation personnel should be made immediately.

6. Assist Workers' Compensation personnel by conducting a thorough investigation and provide all information discovered or requested to Workers' Compensation personnel. This should be included with the initial report or sent separately to Workers' Compensation personnel within seven calendar days of the accident, injury, or illness. If there are issues or concerns, these should be quickly communicated to Workers' Compensation personnel.

7. Assist Workers' Compensation personnel in any additional investigations that are determined to be necessary.

8. Ensure that work assignments do not exceed the work restrictions given to an employee as a result of a compensable injury. If there are any questions about the kinds of work assignments or accommodations that should be given to an employee on work restrictions, then the supervisor should consult with Worker's Compensation personnel or the Compliance Officer.

9. Immediately report to Workers' Compensation personnel if an employee does not report to work when the employee has been released to regular or modified duty.

C) Department Heads:

1. Ensure that supervisors and employees know what to do when an accident, injury, or illness occurs.

2. Ensure that supervisors and employees follow correct procedures for reporting job-related accidents, injuries, or illnesses.

3. Ensure that an injured or ill employee is provided with first aid treatment or, if necessary, with emergency or urgent medical care.

4. Ensure that supervisors timely investigate job-related accidents, injuries, and illnesses, and report to Workers' Compensation personnel.

5. Assist Workers' Compensation personnel in investigating issues related to job-related accidents, injuries, and illnesses.

6. Where necessary, take appropriate steps to ensure that the cause of any accident, injury, or illness is corrected as soon as possible to prevent a recurrence.

7. Provide temporary light duty for employees that have been given temporary work restrictions. This should be done in consultation with the Worker's Compensation personnel and the Compliance Officer.

8. Cooperate with Workers' Compensation personnel and the Compliance Officer in returning employees with permanent work restrictions to a permanent position.

9. Coordinate with Workers' Compensation personnel on any disciplinary action regarding an employee who is out or on work restrictions due to a compensable work-related injury, provided that any such disciplinary actions should follow the ordinary procedures set out in Section 4 of this Policies manual.

D) Workers' Compensation Personnel:

1. Administer all aspects of the MBCG's Workers' Compensation Program to include but not limited to budget, medical treatment coordination, communication with medical providers, claims handling, legal issues, mediation, settlements, return to work, records, etc.

2. Continuously monitor all phases of the Workers' Compensation Program to ensure complete compliance with the Georgia Workers' Compensation laws and compliance with the purpose and intent of this guideline.

3. Work with departments in regard to workers' compensation, safety, health, loss control, and accident prevention.

4. Develop and maintain a valid panel of physicians in compliance with the Georgia Workers' Compensation laws.

5. Upon investigation of a claim where emergency or urgent medical treatment was provided, determine if the reason for emergency or urgent care is due to a compensable job-related injury or illness.

6. Ensure that employees, supervisors and department heads are regularly trained on and comply with procedures related to workers' compensation.

7. Coordinate the return-to-work status of MBCG's workers' compensation cases. Workers' Compensation personnel may seek advice and assistance from the authorized treating physician, rehabilitation specialist, Workers' Compensation attorney, Medical Dispensary, Human Resources Department, Department Heads, employees, and others as needed.

E) Medical Dispensary:

1. Provides first aid treatment to employees that have sustained a job-related injury or illness.

2. Assists employees in seeking emergency or urgent medical treatment.

3. Assists employees in seeking initial medical treatment from an Authorized Treating Physician for a compensable job-related injury or illness.

4. Must provide Panel of Physicians and Bill of Rights to employees if continued medical treatment is necessary.

5. Provides signed Panel of Physician, Bill of Rights and any other determined forms to Workers' Compensation personnel or provides access to such.

6. Informs Workers' Compensation in writing of all known job-related accidents, injuries, and illnesses.

7. Provides Workers' Compensation personnel with information regarding all visits to the Medical Dispensary related to compensable job-related injury or illness.

8. Provides documentation to employees to take to their departments regarding any work restrictions related to a compensable job-related injury or illness. Important: The Medical Dispensary can and should detail the specific physical and mental limitations under which an employee is operating, as well as how long those limitations should last. However, the Medical Dispensary should not be affirmatively asserting specific job changes or job duties that an employee with limitations should or should not be doing, except on an advisory basis only. The adaptation of an employee's job duties or assignments to fit the employee's limitations is reserved only to the employee's leadership, the Workers' Compensation personnel, and the Compliance Officer.

9. Provides Workers' Compensation personnel with documentation regarding drug and alcohol tests related to a job-related accident, injury, or illness.

10. Upon request, assists Workers' Compensation personnel with medical coordination and case management of MBCG's workers' compensation cases.

SECTION III – CLEARANCE TO RETURN TO WORK (WORKERS' COMPENSATION CASES ONLY)

A. For minor accidents, injuries, or illnesses that require no treatment from the Medical Dispensary, an emergency room, or an authorized physician, the employee may return directly to work after being cleared by the Medical Dispensary.

B. For minor accidents, injuries, or illnesses that require only minor first aid treatment through the Medical Dispensary, the employee will return to the department with clearance documentation from the Medical Dispensary establishing the ability to return to work.

C. For injuries treated by a workers' compensation authorized physician, the authorized treating physician will make a medical determination of the employee's return to work status, including the nature and duration of any medical or mental health limitations, and will give the employee written documentation. The employee will immediately take the return-to-work documentation to the Medical Dispensary. The employee will then return to the department with clearance documentation from the Medical Dispensary establishing the ability to return to work.

D. For injuries treated by an emergency room or urgent care facility, the employee must report to the Medical Dispensary as soon as practicable following emergency room or urgent care treatment. The Medical Dispensary will assist employees with the selection of and follow up with an authorized physician for determination of work status.

E. Should a question arise as to the employee's return to work status in relation to a compensable job-related accident, injury, or illness, the Medical Dispensary shall bring this to the attention of Workers' Compensation personnel, who will then make a determination as to the employee's return to work status.

F. If the Medical Dispensary is not open, the employee shall take the return-to-work documentation to their department and supervisor. The supervisor should allow the employee to work temporarily, based on the work status reported by the authorized treating physician. The employee will take the return-to-work documentation to the Medical Dispensary when the Medical Dispensary reopens.

G. Departments are required to give employees assignments within the work status and limitations provided by the authorized treating physician and the Medical Dispensary. If they have any questions, they should contact Workers' Compensation personnel and the Compliance Officer. A department should not send an employee home without approval from Workers' Compensation personnel, as doing so can greatly increase MBCG's liability regarding a workers' compensation case.

SECTION IV – RETURN-TO-WORK STATUS

A. Return-to-Work Status:

1. Regular Duty – Employee returns to the original job in the original department with no limitations affecting the employee's job.

2. Temporary Modified Duty – Employee has been given work restrictions that prevent the employee from being able to do all of their normal job duties. The department head and supervisor should coordinate with Workers' Compensation personnel and the Compliance Officer to identify appropriate assignments, placements, and schedules for employees on temporary modified duty, taking into account the length and nature of the employee's limitations. These restrictions are anticipated to resolve when the employee reaches maximum medical improvement. Employees should not be allowed to work overtime or additional hours without the approval of Workers' Compensation personnel.

3. Permanent Modified Duty – Employee reaches maximum medical improvement and has received permanent restrictions, which do not allow the employee to perform some or all of their normal duties. Anytime an employee's work restrictions exceed six months in duration, the employee's director and Workers' Compensation personnel should notify the Compliance Officer to begin the ADA interactive process to search for accommodations that can support the employee's continuing limitations. No employee will be entitled to a job modification that permanently eliminates any essential functions of their job. If an employee is unable to perform all essential functions of their job, with or without a reasonable accommodation, then they may be transferred to a new position, which may include a reduction in pay, or they may be separated from their employment.

B. New Permanent Job Assignment:

1. Workers' Compensation personnel, in consultation with the Compliance Officer, will review all vacant jobs within MBCG to determine if any are possibly suitable positions for employees or former employees that have reached maximum medical improvement and are unable to perform their normal duties due to a compensable on-the-job injury or illness. If a vacancy is determined to be a potential match, Workers' Compensation personnel and the Compliance Officer will notify the County Manager of the possible match and request that this job be held for possible reassignment of an employee that can no longer perform their normal job on a permanent basis, but could possibly perform the vacant job with or without some retraining. Upon approval, Workers' Compensation personnel will begin the process as required under Georgia Workers' Compensation laws to try to transition the employee into the vacant position. The normal job application process will not be

required, but if the vacant position is at a lower salary level, then the employee's salary may be adjusted based on their new duties.

2. If an employee is working light duty and it is determined that the employee has reached maximum medical improvement and there are no suitable jobs within MBCG, the employee may be allowed to remain in their current position for up to ninety days, from the date of determination while they work to assist the employee with transitioning into alternative employment or unemployment. Workers' Compensation personnel can alter the ninety-day window for several reasons, to include, but not be limited to, if it is determined that the employee is not doing their part in securing gainful employment, the employee secures a suitable position, transition to a suitable position is anticipated within a short period of time, or if the employee is having disciplinary issues, and may extend the window within reasonable limits where it is advantageous to MBCG to do so.

SECTION V – EMPLOYEE FAILURE TO REPORT FOR SCHEDULED WORK

An employee who has been cleared by their authorized treating physician to return to work either regular or light duty following a compensable job-related accident, injury, or illness should report to work on the next workday. By not doing so, the employee may be subject to disciplinary action, may lose the right to use supplemental benefits, or may lose their workers' compensation benefits.

SECTION VI – MEDICAL TREATMENT

A. An employee has the right to seek medical attention from anyone of their choosing. However, if the employee seeks medical treatment from a non-workers' compensation authorized treating physician, the employee shall be responsible for any and all medical bills, and any lost time will not be covered under MBCG's Workers' Compensation program.

B. MBCG will be responsible for the payment of usual, customary, and reasonable charges, subject to the Georgia Workers' Compensation Fee Schedule, of all medical treatment directly related to the treatment of a compensable injury or illness by an authorized treating physician that is required to effect a cure, give relief, or restore the employee to suitable employment as required by the Georgia Workers' Compensation laws.

C. If an employee goes to the emergency room or urgent care for treatment of a compensable accident, injury, or illness, the approved medical bills will be paid under workers' compensation. If it is determined that the use of the emergency room or urgent

care is not related to a compensable accident, injury, or illness, the resulting medical bills may be the responsibility of the employee and their personal health insurance.

D. In most cases, the medical provider will directly bill MBCG or its designated servicing agent. If an employee spends their own funds on a covered item, the employee has one year from the date of the service to notify Workers' Compensation personnel. Workers' Compensation personnel will assist the employee in getting reimbursed from the medical provider within that time frame.

E. If an employee seeks initial medical treatment from an emergency room, urgent care, or unauthorized medical provider due to circumstances which call for immediate action or remedy for a compensable workers' compensation accident, injury, or illness, the treatment will be covered until the need for immediate care terminates. The employee is required to follow up with a workers' compensation authorized treating physician at the first available time by going to the MBCG Medical Dispensary immediately or if not open the first day MBCG Medical Dispensary is open to select an authorized treating physician. Continued medical treatment by an unauthorized medical provider will not be covered under MBCG's Workers' Compensation program. In addition, time off from work that is not confirmed by a workers' compensation authorized treating physician will not be covered.

F. If an employee seeks unauthorized medical treatment on an emergency basis when their treating physician is available, the Medical Dispensary is available, or Workers' Compensation personnel are available to arrange for medical treatment, or in order to circumvent the authorized treating physician's determination, neither the medical treatment nor any time off will be covered by MBCG's Workers' Compensation program. Workers' Compensation personnel will make this determination with the assistance from others such as attorneys, authorized treating physicians, etc.

SECTION VII - COMPENSATION

A. Communication

Departments will notify Workers' Compensation personnel of any employee indicating injury leave on the employee's time documentation. Workers' Compensation personnel will review, verify, and notify the Department and payroll of the appropriate pay calculations.

B. Day of Injury

If an employee, with the permission of their supervisor or authorized workers' compensation treating physician, misses time from work due to a compensable accident, injury, or illness, the employee will be paid for the day of the accident, injury, or illness as if they worked their entire shift.

C. Additional Appointments and Days Out

If an employee is required to see a physician for follow-up appointments, physical therapy, or other doctor prescribed visits, these are covered time frames by MBCG. If it is a **scheduled day of work** and the **employee comes to work before and after the scheduled appointment**, MBCG will pay time covering 30 minutes before the appointment, the appointment time, and 30 minutes after the appointment. Any other deviations will require the employee to use their personal sick/vacation time. It is up to the department's discretion to request an appointment list and a time in and out sheet from the physician office. *If there are questions or issues with this portion of the policy, please reach out to Workers' Compensation personnel for assistance.*

If an employee is placed out of work for a compensable accident, injury, or illness by an authorized treating physician, the employee will receive workers' compensation benefits based on the Georgia Workers' Compensation laws. For any week in which the employee receives workers' compensation benefits (or, during the waiting period when the employee receives neither workers' compensation benefits nor pay from MBCG), the employee may use already-accumulated sick or annual leave. If the employee is out of sick leave, they can utilize annual leave to make up the difference between State mandated workers' compensation income benefits and the employee's normal gross salary. This benefit can be denied if the employee is not complying with MBCG rules, regulations, and procedures regarding workers' compensation.

D. Holidays

If an employee is placed out of work for a compensable accident, injury, or illness by an authorized treating physician during a MBCG holiday, the employee will be given holiday pay only if they either worked or took authorized paid leave (sick, vacation, or administrative) for the days immediately before and after the holiday. The employee's holiday pay will only be the amount necessary to make up the difference between the employee's normal pay and workers' compensation benefits. Even if only a few hours of a holiday are used on a day, the remaining holiday hours for the holiday cannot be used.

Personal Injury/Sick Leave Bank/Donated Hours/Administrative Leave. Employees cannot use the sick leave bank, donated hours, or administrative leave while they are receiving any workers' compensation salary benefits.

SECTION VIII – OTHER ISSUES

A. Health Insurance

Employees who are out on workers' compensation are still responsible for paying their health insurance premiums to keep their health insurance coverage in force for themselves and their dependents.

B. Drugs and Alcohol

Following a workers' compensation compensable accident, injury, or illness, or reporting of such for the purposes of claiming workers' compensation benefits, an employee shall submit to drug and alcohol testing in compliance with Georgia's Workers' Compensation laws and MBCG's policies. If an employee unjustifiably refuses to submit to drug or alcohol testing when directed, there shall be a rebuttable presumption that the accident, injury, or illness was caused by the consumption of alcohol or the ingestion of marijuana or a controlled substance. The result could be the loss of workers' compensation benefits. In addition, refusal to submit to a drug or alcohol test can be grounds for disciplinary action, up to and including termination.

C. Other Conduct

An employee will not be entitled to workers' compensation benefits where the employee's accident, injury, or illness is due to the employee's willful misconduct, including an intentionally self-inflicted injury, or growing out of their attempt to injure another, or for willful failure or refusal to use a safety appliance or perform a safety-related duty required by statute.

D. Criminal Penalties

A person making false statements or misrepresenting information in order to obtain or assist in obtaining workers' compensation benefits may be punished by fine or imprisonment per Georgia Workers' Compensation laws and regulations. In addition, an employee making false statements or misrepresenting information in order to obtain or assist in obtaining workers' compensation benefits may be subject to disciplinary action, up to and including termination.

E. Transfers

An employee that is transferred from one position to a suitable permanent position due to a compensable job-related injury will be done as close to the employee's pay as possible.

F. FMLA (Family Medical Leave Act)

1. This is written notice from MBCG that an employee's FMLA leave entitlement will run concurrently with the employee's workers' compensation absence from work due to a compensable work injury or illness.

2. Where an employee is receiving workers' compensation income benefits, there will be no substitution of accrued paid, vacation, personal, or sick leave for FMLA leave except to supplement workers' compensation benefits.

Workers' Compensation personnel will notify the Human Resources FMLA designee that an employee has gone out on workers' compensation and when the employee returns to work from being out on workers' compensation.

EXHIBIT B

DISCIPLINARY AND NON-DISCIPLINARY PERSONNEL ACTIONS

It is the philosophy of MBCG that effective supervision, employee relations and commitment by employees to adhere to Macon-Bibb County and department policies in conscientious performance of job duties will avoid most matters which necessitate disciplinary action. Supervisors and managers are encouraged to work with Human Resources staff for guidance and assistance in applying disciplinary action. The purpose of Macon-Bibb County and departmental policies, and for disciplinary action imposed for infraction of such policies, is to ensure the rights of all and to secure cooperation, productivity, safety, and orderliness throughout the County for the benefit of the citizens and taxpayers of Macon-Bibb County.

This written disciplinary action policy, and the guidelines and forms of disciplinary action detailed herein, shall not limit, in any way, the absolute discretion of the authorized department head, supervisor, or other official to terminate employment at will except as otherwise limited by law, nor shall the opportunity to impose disciplinary action, up to and including termination of employment, be interpreted as creating a requirement for the specific reason for termination.

Employees of independent elected officials work at the pleasure of the elected official. Employees of Constitutional officers and independent elected officials are not covered by this policy unless the official in whose office they are employed has opted in to full coverage for their employees under this Manual by execution of an Election Form by an Elected Official contained herein. If any employee of a Constitutional officer or independent elected official desires to determine whether a particular official has opted in to this Manual, he/she may do so by contacting the MBCG Human Resources Department.

Sworn Bibb County Sheriff's Office personnel covered under the Bibb County Police Civil Service System and Board, created by an act of Georgia Law, as outlined in the MBCG Code of Ordinances.

Employees who are members of the Mayor's executive staff, including all department heads, are not covered by this policy, and shall work at the pleasure of the Mayor.

A. **Disciplinary Action** Disciplinary action shall be taken as expeditiously as possible and as soon as a final determination is made that a violation has occurred. This normally should not require more than five (5) days after the occurrence is established or after a determination is made that discipline is to be based on multiple disciplinary actions which have occurred over a five-year period of time. If disciplinary action is delayed for administrative review or investigation purposes, the employee should

normally be notified and advised that the imposition of disciplinary action is being considered. Notwithstanding anything in this Section 4.01, the failure to adhere strictly to the timing provisions herein, or to any other formalities as to form or notice shall not be a basis for invalidating any disciplinary action taken.

B. **Probationary Employees** Any former distinction between probationary and non-probationary employees under any prior version of this manual is hereby abolished. All employees of MBCG shall be considered "work at will" employees and both MBCG and the employee shall have the mutual right to terminate the employment relationship at any time, with or without notice, and with or without cause.

C. Purpose The purpose of this disciplinary action policy is to provide general, nonbinding guidance for administration, department heads, managers, and supervisory employees in the discipline of any subordinate employees. Nothing in this section should be construed as giving any employee any protected interest or right in their job or in receiving any particular form of process in the event of a disciplinary or non-disciplinary change of job status.

D. **Forms of Discipline** Department heads shall have the following options for addressing employee misconduct or taking disciplinary action, including the option to impose more than one form of discipline:

1. Non-disciplinary or disciplinary corrective counseling or referral to training;

2. Documented warning or reprimand;

3. Immediate removal from the workplace for the rest of the day without pay;

4. Reduction of compensation/rank within the range provided in the pay plan;

5. Suspension without pay for up to 10 working days;

6. Temporary or permanent reassignment to a new job position, job location, shift, or schedule, which may be a position at a lower pay grade, or in a different department or sub-departmental unit;

7. Temporary or permanent reduction of hours, including from full-time to part-time;

8. Forfeiture of accrued sick, annual, or other paid leave hours;

9. Demotion of one or more pay grades;

10. Termination of FLSA-Exempt status, if applicable;

11. Termination of employment;

12. Limitation on eligibility for rehire; or

13. Any other form of employee discipline that is proportionate to an employee's misconduct or reasonable in light of the circumstances.

Department heads may delegate authority to assistant department heads, managers, and supervisors as needed, to impose discipline under Options 1, 2, or 3, above, or to recommend higher degrees of discipline to departmental leadership. However, only department heads, or, if authorized, assistant department heads, may impose discipline under Options 4 through 13, above. For purposes of this manual, those methods of discipline provided in Options 1, 2, and 3, shall be referred to as "non-reviewable disciplinary action," while those methods provided in Options 4 through 13 shall be referred to as "reviewable disciplinary action."

No department head or assistant department head shall be authorized to impose any reviewable disciplinary action unless the proposed action is first reviewed by the personnel action review team, as provided herein. Department heads or authorized assistant department heads proposing reviewable disciplinary action may, in their discretion, place the subject employee on paid administrative leave for a period of up to 40 working hours for general employees, or 72 working hours for firefighters to allow time for the personnel action review team to review the matter.

In addition, any employee accused of any threats or acts of violence, sexual assault or misconduct, misconduct involving minors or vulnerable members of the community, abuse of a position of trust, fraud, theft, or compromising physical or technological security systems, shall be placed on indefinite administrative leave until the personnel action review process is completed. Only the first 40 working hours for general employees, or 72 working hours for firefighters shall be given as paid administrative leave, and employees who must remain on leave beyond that time will be required to either take unpaid leave or use accrued annual leave in order to receive pay until they are permitted to return to work. In the event that a suspension from employment is imposed, any days taken as unpaid administrative leave shall be counted towards the days served on such

suspension. In the event that circumstances do not allow the employee to return to work for more than six months, then that employee shall be administratively terminated as of the last day of the sixth month following their last working day, but may reapply to work for MBCG again in the future if permitted under the MBCG Rehire Policy.

E. Example Grounds for Discipline

The categories of offenses set forth below are not to be considered absolute, but as guidelines dependent on the severity of the offense and the employee's past record of job performance and disciplinary measures. The lists represent some, but not all, offenses which will result in disciplinary action. Employees may also be subject to disciplinary action notwithstanding the fact that the acts which violated the policies of MBCG occurred while the employee was away from the job site or off-duty, if the effects or impact of the employee's actions are suffered by MBCG or any of its operations or employees. The personnel action review team will assist supervisors and department heads in investigation of incidents and in determining the appropriate disciplinary action to be applied.

Employees may be subject to disciplinary action for any conduct which consists of, causes, or contributes to any of the following:

1. **The unreasonable failure of any employee to meet expected standards for working as scheduled, provided that absences or partial absences for which an employee is granted leave under the Family Medical Leave Act or pre-approved annual leave shall not be counted for purposes of enforcement of MBCG's attendance policy including without limitation:**

    a. Failure to work assigned hours, including overtime, and including working overtime without permission of the supervisor or manager;

    b. Taking more than the specified time for meal, break, or rest periods;

    c. Taking breaks or rest periods at unreasonable or unapproved times, or at times which impede the ability of other employees to do their jobs;

    d. Chronic tardiness, or chronically leaving before the end of a scheduled shift (6 times or more total in a 6 month period);

    e. Chronic absenteeism (6 absences in a 6 month period, where consecutive workdays off are considered one absence);

    f. Absence without permission or leave, or leaving the job during regular work hours without permission;

g. Taking leave in excess of accrued leave, except with prior approval in extraordinary circumstances;

2. **The unreasonable failure of any employee to meet expected minimum standards of productivity or performance while on the job, including without limitation:**

a. Quitting work, wasting time, loitering or leaving assigned work area without permission;

b. Disregarding job duties as evidenced by loafing or neglect of work during working hours;

c. In continuous operations, leaving the work post at the end of the scheduled shift with no relief available;

d. Failure to meet required standards of productivity or quality;

e. Continual careless mistakes;

f. Interference with or disruption of another employee's performance of their job duties;

g. Sleeping during working hours unless otherwise provided for certain jobs, and only at times permitted by the supervisor;

h. Wanton and willful neglect in the performance of assigned duties;

i. Insubordination through the refusal to perform work assigned or to comply with written or verbal instructions of any responsible supervisor or Macon-Bibb County officer;

j. Habitual inefficiency, incompetence, or inadequate performance;

k. Concerted curtailment or restriction of production or interference with work in or about Macon-Bibb County work stations, including, but not limited to, leading or participating in any walkout, strike, slowdown, or other work stoppage or refusal to return to work when scheduled;

3. **The unreasonable creation or increasing of any risk of injury or harm to any person, or the unreasonable creation of any situation where the injury or harm suffered by any person would be worsened, including without limitation:**

a. Violation of a safety rule or practice;

b. Failure to report an accident or injury incurred on the job;

c. Using or operating any equipment, tools, machinery, or device in an unsafe, reckless, or improper manner;

d. Engaging in horseplay, malicious mischief, or other disorderly conduct on the job;

e. Creating or contributing to unsafe or unsanitary conditions on the job;

f. Careless mistakes that affect the safety of Macon-Bibb County personnel or bystanders;

g. Unauthorized possession of any weapon, firearm, or explosive on the job (possession of explosives must be job-related and authorized by the County Commission or the supervising Macon-Bibb County officer)

h. Violation of the Alcohol and Drug-Free Workplace policy, found in Section 6.12 of this manual

~~h.~~ i. Having a positive result for marijuana on any required employee drug test;

~~i.~~ j. Having a positive result on any required employee drug test for any medications lawfully prescribed to the employee, which affect the employee's ability to perform their job safely and effectively without first contacting Human Resources to request accommodations;

4. **The unreasonable creation of any social conditions which are unprofessional, discourteous, hostile, aggressive, or otherwise inappropriate with respect to any other person, including without limitation:**

a. Use or possession of another employee's tools, equipment, or personal property without that employee's consent;

b. Discourteous treatment of the public, visitors, other employees, or any other person;

c. Threatening, intimidating, coercing or using abusive language toward fellow employees, supervisors, the public, or any other person;

d. Bullying;

e. Gambling or engaging in games of chance on the job;

f. Vending, commercial soliciting, or engaging in for-profit activities in the workplace;

g. Creating or causing unrest or division among employees; having or promoting a negative attitude that tends to undermine the mission or goals of an office or department;

h. Catcalling, harassment, insulting, or using slurs or abusive or derogatory language of any kind towards fellow employees, supervisors, the public, or any other person;

i. Making derogatory remarks about another employee's or member of the public's body, weight, height, hair, appearance, or dress except in the context of a supervisor counseling a subordinate on acceptable or professional attire or grooming requirements for that employee's position;

j. Other violations of Macon Bibb County's harassment policies;

k. Insubordination through discourtesy, including, but not limited to, the use of abusive language to anyone with whom employee may have contact on the job, including citizens, vendors, other employees, or members of management;

l. Cruelty or mistreatment of subordinates, including but not limited to insulting, belittling, or yelling at subordinates; showing favoritism for inappropriate reasons; unreasonable denial of employment or development opportunities or of the enjoyment of any employment benefit in accordance with MBCG policies; unreasonable denial of scheduled employee breaks; or the chronic failure to maintain a professional and respectful working environment;

5. **The unreasonable misuse, loss, theft, damage, or destruction of Macon-Bibb County property, or the property of any person, including without limitation:**

a. Violation of any cybersecurity, computer usage, social media, or telephone usage policy;

b. Violation of the anti-idling policy;

c. Failure to perform work in accordance with established verbal or written protocols, policies, procedures, or instructions;

d. Job-related careless mistakes damaging material, parts or equipment;

e. Deliberate misuse, destruction, damage, sabotage or pilferage of Macon-Bibb County property or the property of any employee or citizen;

f. Theft, attempted theft, or unauthorized removal of property belonging to Macon-Bibb County, a co-worker, or a citizen;

g. Giving any labor in an employee's official capacity or giving anything of value owned by MBCG to any private person or entity without a substantial benefit for MBCG;

6. **Fraud, deception, or knowing misrepresentation or omission of any fact material to the operation of any MBCG department, office, or function, including without limitation:**

a. Any fact which is part of any internal policymaking or decision-making process;

b. Any fact which is relevant to any internal investigation or audit of the activities of any person, incident, task, or operation of MBCG;

c. Any fact concerning the time, place, or manner of an employee's performance of work duties, or of the results of any work effort made by any employee;

d. Any fact which is presented to any court or tribunal as truth;

e. Falsification of any official MBCG records;

7. **Fraud, deception, or knowing misrepresentation or omission of any fact for the purpose or with the effect of improperly obtaining any undue benefit or thing of value from MBCG for any person, including without limitation:**

a. Falsification of any job application materials;

b. Falsification of time cards or hours entries;

c. Failure to report any obvious overpayments of wages or of any sums owed to any vendor or employee;

d. Obtaining any undue leave, compensation, worker's compensation, or insurance benefits;

8. Any condition which unreasonably tends to undermine the mission, policy objectives, or operations of MBCG or any office, department, function, or employee thereof, including without limitation:

a. Failure to follow any internal or departmental policies and procedures;

b. Failure to cooperate in any way in an administrative investigation conducted by any department, elected office, or by the Macon-Bibb County Attorney or

his/her designee. This includes, but is not limited to, providing false or incomplete information, withholding information, failure to be available for an interview, refusal to be interviewed, failure to maintain confidentiality when instructed, and any conduct that hinders or interferes with the investigation;

c. Knowingly making any false statement or misrepresentation with respect to any official matter concerning the operations of MBCG, or with regard to any employment application or benefit;

d. Collusion among employees to the detriment of another person or any function of MBCG;

e. Using any MBCG equipment or resources for the purpose of conducting any personal business activities, or for the purpose of committing any mischievous or illegal act;

f. Commission of any unethical act prohibited by the MBCG Ethics Ordinance, as amended;

g. Making or publishing unauthorized statements which are presented as being official announcements or policy statements or official acts of MBCG, or any component thereof;

h. Use of office, political influence, or bribery to secure an advantage in any private matter;

i. Solicitation or acceptance of anything of pecuniary value from any person in exchange for taking or not taking any official action, or making or not making any official decision, except as expressly allowed under the MBCG gift policy;

j. Engaging in, or giving the reasonable appearance or expectation of, any offer, use, or threats relating to any unjustified official action, decision, or inaction taken under color of law, in exchange for any person or entity suffering any private detriment or providing any private gain to any private person or entity;

k. Conviction of any felony or misdemeanor which bears upon the trust, confidence, or responsibility required of an employee, based on that employee's job position;

l. The loss by an employee of any license or credential required by law or by MBCG for the performance of their job;

m. Repeated failure to follow the procurement, financial, or purchasing card policies of MBCG;

n. Failure of departmental leadership, including, but not limited to, the substantial loss of confidence by subordinate employees; failure to perform core departmental functions in accordance with budget and staffing levels; widespread loss of talent; concealing, omitting, or misrepresenting significant operational problems or shortcomings; failure of communication; or other significant or systemic operational problems occurring at the departmental leadership; managerial; or supervisory levels;

9. Any attempt to commit any act prohibited by this disciplinary policy, or to aid, assist, or conceal any other person's attempted or successful commission of any act prohibited by this disciplinary policy; or

10. Any other act, whether performed while on duty or off duty, which tends to impede or undermine the efficient and successful operation of MBCG or any component or function thereof.

F. Zero-Tolerance Policy.

It is the policy of MBCG to make certain to the fullest extent possible that each employee and all citizens conducting business with MBCG at public buildings and facilities is provided with a safe environment which is free from violence or anti-social conduct. In support of that initiative, and in addition to the disciplinary provisions stated above, it is the policy of MBCG that there shall be zero tolerance for any conduct which consists of, attempts, causes, conceals, or contributes to any of the following, and that any employee found to have violated any such provisions shall be terminated from employment and ineligible for rehire within MBCG in accordance with the Rehire Policy provided herein.

~~1. The purchase, sale, possession, distribution, consumption, or use of any illegal drugs or controlled substances on MBCG property or while on the job for MBCG, except for medications lawfully prescribed to the employee, provided that employees who are taking prescription medications which affect their ability to perform their job safely and effectively should contact Human Resources to request accommodations;~~

~~2. Being intoxicated or under the influence of alcohol or any illegal drugs or controlled substances on MBCG property or while on the job for MBCG, except for medications lawfully prescribed to the employee, provided that employees who are taking prescription medications which affect their ability to perform their job safely and effectively should contact Human Resources to request accommodations;~~

~~3. Having a positive result on any required employee drug test, other than for marijuana or medications lawfully prescribed to the employee, provided that employees who are taking prescription medications which affect their ability to perform their job safely and effectively should contact Human Resources to request accommodations;~~

~~4.~~1. Except as required for the performance of law enforcement functions, provoking, threatening, or instigating a fight on the job, fighting at any time on MBCG property (except for purposes of self-defense), or actions which result in intentional bodily harm to others while on the job;

~~5.~~2. Except as required for the performance of law enforcement functions or in cases of self-defense, brandishing any weapon on MBCG property;

~~6.~~3. Breaches of any security procedure implemented by MBCG or any official or employee under its authority;

~~7.~~4. Divulging information which threatens the security of MBCG personnel, property, or any computer network or system;

~~8.~~5. Sabotage of any property or equipment of MBCG through intentional misconduct or gross negligence;

~~9.~~6. Committing or threatening to commit an act of violence against any employee, supervisor, elected official, appointed official, or any other agent of Macon-Bibb County;

~~10.~~7. Sexual or racial harassment of an employee or citizen conducting business with Macon-Bibb County;

~~11.~~8. Intentionally discriminating against an applicant or employee in the terms or conditions of his/her employment or harassing or discriminating against any person on the basis of any protected class;

~~12.~~9. Knowing or intentional violation of Title VI or Title VII of the Civil Rights Act of 1964, or of any MBCG policies implementing Title VI or Title VII of the Civil Rights Act of 1964, as amended.

~~13.~~10. Retaliation against an employee for exercising rights under these policies or any state or federal law; opposing any practice made unlawful by Title VII; making a charge, testifying, assisting, or participating in a Title VII proceeding or investigation; or engaging in any action which dissuades a reasonable employee from making or supporting a charge of discrimination.

G. Failure in Performance of Duties

In addition to the disciplinary provisions above, any employee whose work is unsatisfactory over a period of time should be notified by the supervisor of the deficiencies in their work, and of what must be done to bring the work to a satisfactory level. Unless the employee's actions are severe, the employee should be warned either orally or in writing at least once before discipline is imposed.

In most cases where the employee's actions are not severe enough to require immediate disciplinary action, a three (3) step procedure can be a helpful and constructive guideline to follow: First, the supervisor should give non-disciplinary coaching or corrective counseling, or ensure that the employee has appropriate training for the duty assigned. Second, the supervisor should issue a written warning, to be signed by the employee and setting forth the points covered in correcting the performance deficiency. This written warning provides notice to the employee that corrected performance must take place immediately to avoid application of more stringent disciplinary action. Third, for minor performance issues, the supervise may give an additional written warning to the employee, as a final warning, outlining the employee's continuing failure to correct performance issues, and stating that disciplinary action will be applied in the instance of any future infraction.

Department directors shall have the discretion to set departmental policy regarding whether and how written warnings are used. At the option of the supervisor, manager, or department head, direct discipline may be imposed against an employee for any violation of the disciplinary policies, including for performance issues, regardless of whether a prior written warning was given to that employee.

Written warnings and other corrective actions should all be documented on forms provided by the Human Resources Department, and placed in the employee's personnel file.

H. Record of Disciplinary Action

In all cases of disciplinary action, excluding disciplinary corrective counseling or referral to training, an appropriate form or a disciplinary memorandum/letter shall be completed, and will include the following information:

1. Nature of the Offense-circumstances, date, time, etc.
2. Previous applicable discussions/training or active warnings in file
3. Future expectations for the employee's performance
4. Consequences of future infractions

The employee will be provided with a copy of the completed form or disciplinary memorandum/letter and will be asked to sign to acknowledge receipt of the copy. The employee shall be provided with an opportunity to respond in writing to the disciplinary action. Such written response must be provided within two (2) business days and will be placed in the employee's personnel file.

I. Immediate Removal from Workplace

In any case where there is a plausible allegation of severe misconduct by any employee, including without limitation, criminal activity; violence or threats of violence; combative behavior; misuse of any weapon, machine, or dangerous implement; physical, verbal, or sexual harassment or abuse of any other person; creation of security or cybersecurity vulnerabilities; mistreatment of children, animals, or vulnerable persons; or any other misconduct which, in the opinion of the supervisor, manager, director, or MBCG would create an unreasonable risk of further harm in the event that the employee remains at work, that employee shall be immediately relieved of their current duties and dismissed from work for the remainder of the day. The department director or county officer in that employee's chain of command shall then contact the employee once it has been determined whether or when the employee will be allowed to return to work. In the event that the employee is referred for a termination investigation, the employee's period of paid suspension shall begin from the moment that employee was first directed to leave the workplace as a result of the incident or matter in question.

J. Termination Investigation

Upon the commission of any Zero-Tolerance offense, or any action for which termination is proposed, the authorized supervisor or department head shall immediately dismiss the employee for the remainder of the workday and contact the Human Resources Department. The matter will then be referred to the personnel action review team as provided in Section 4.02. Employees accused of commission of an offense for which termination is proposed will be suspended from employment with pay while the charge is referred to the personnel action review process provided in this manual. The paid suspension pending termination investigation should not exceed ten (10) business days except in extraordinary circumstances. If a period of suspension needs to extend longer than ten business days, then it will generally be as an unpaid suspension thereafter.

K. County Manager Review

Employees who receive disciplinary action shall not have the right to appeal the disciplinary action through any formal process, but in the case of reviewable disciplinary

action, they may submit information for the County Manager's consideration in accordance with the personnel action review process outlined in this manual. This provision shall not give any employee any legitimate expectation of continued employment.

L. Non-Disciplinary Changes in Job Status

Where a department head or authorized subordinate employee finds that current staffing arrangements are not effective at meeting the needs or goals of the department or the departmental subunit, then they may exercise managerial discretion to make non-disciplinary changes to the job status of one or more employees as follows:

1. Employees may be terminated;
2. transferred to a different department or departmental subunit;
3. moved to a different work site or different job schedule;
4. reassigned to a different job title; or
5. otherwise have job duties modified as needed to reflect the needs of the department or departmental subunit.

All of these actions shall be subject to the availability of a suitable vacancy, if applicable, and the approved organization charts and budgetary allocations of the receiving department, as well as the Macon-Bibb County Reduction in Force policy. If an employee is transferred to a different job, job status, schedule, work site, or other position within MBCG, then efforts shall be made to offer the employee a position that is comparable in qualifications, duties, salary, authority, and prestige to the extent that such a position is available and the employee is qualified. Non-disciplinary terminations or involuntary changes in job status which affect an employee's job title or which would result in the employee losing any amount of pay shall be subject to review under the personnel action review process in the same manner as reviewable disciplinary actions.

EXHIBIT C

ANNUAL LEAVE

The MBCG employees in the full-time classification will receive an annual leave accrual, the amount of which is based upon tenure with MBCG. The total amount of annual leave hours accrued, less any annual leave used by the employee, will determine how much annual leave time the employee has available for use where time off from work has been approved by his/her supervisor, manager or department head. To receive the requisite accrual of vacation time the employee must be paid for at least twenty-four hours during the work week in question.

The MBCG recognizes that annual leave is important to an employee's morale, productivity, and well-being. Employees are encouraged to take their earned annual leave each year at the time best-suited to their department's work schedule. Due to seasonal operations of some departments, annual leave can be granted only during certain times of the year.

Annual leave will be scheduled at the convenience of the department involved, and longer service employees will be granted preference in the event of conflicting leave requests. Employees having more than forty (40) hours of annual leave accrued who wish to take the annual leave in separate weeks will receive seniority consideration for only the first selection of week(s). All other annual leave will be scheduled at the convenience of the department and will not displace less senior employees before those employees have had the opportunity to select their annual leave time unless the department head approves preference for the senior employee's remainder of annual leave. If an official holiday falls within an employee's vacation period, that day of leave will not be charged against the employee's annual leave.

Where possible, the employee should submit his/her annual leave request at least thirty (30) days prior to the date requested. The manager, supervisor, or department head has discretion as to whether the time off from work will be permitted, and as to whether annual leave will be awarded where less than thirty (30) days' notice has been provided by the employee. Annual leave that is pre-approved in accordance with departmental policy shall not be counted against any employee for purposes of enforcing MBCG's attendance policy

Annual leave entitlement is paid at the rate of pay received at the time of the leave (normal hourly wage) but not including overtime pay. Employees (or their supervisor if the employee is unavailable) will record on the weekly time sheet any annual leave taken. Employees working on a compressed work week schedule will record ten (10) hours for each day of annual leave taken; all others will record eight (8) hours for each day of annual

leave taken. This does not apply during a week in which a holiday recognized by MBCG falls; all employees work eight (8) hour days during holiday weeks.

If an employee records annual leave on his/her weekly time sheet and the employee does not have an annual leave balance to cover such leave, the leave will be charged to any banked compensatory time to cover the leave. If the employee has no accrued annual leave or banked compensatory time, the leave will be unpaid. Unpaid leave cannot be taken where an employee has an existing annual leave balance.

Negative balances of annual leave hours will not be allowed. Annual leave cannot be used until the week following the week in which the accrual was earned. No more than 480 hours of accumulated annual leave may be carried over into the next calendar year for all employees except firefighters. No more than 720 hours of annual leave may be carried over into the next calendar year for firefighters who work a 60 hours week. For employees participating in the Bibb County Pre May 2011 Pension Plan, all annual leave hours in excess of 480 hours on December 31st of each year will be credited toward "service time" when calculating the employee's pension benefit. Former City of Macon sworn employees hired prior to 1977 leave accumulation will remain the same, but will follow the new accrual rates. On December 31 of the requisite year, for employees not in the Bibb County Pre May 2011 Pension Plan, any hours over 480 (720 where applicable) will be lost. During the year an employee retires or terminates employment with MBCG, he/she will be paid for the full balance of hours, including any accrued over the 480 hours carried over from the previous year. No former City of Macon employee will have vacation leave applied to service time at retirement. Accrued annual leave may be used in lieu of sick leave when an employee's sick leave has been exhausted. For exempt employees, annual leave should not be used—or marked on the employee time sheet–in less than full day increments in the absence of extenuating circumstances. If a non-exempt employee takes a full day off from work for annual leave, he/she is not permitted to "make up" the time by working additional hours during the work week or on the weekend.

Department heads have discretion to approve use of annual leave for employees to take immediate family members to a physician, or to care for immediate family members who are ill or hospitalized if the employee does not have banked compensatory time (where applicable). For purposes of this policy, immediate family members are parent, step-parent, spouse, child or step-child.

The MBCG appointed officials must request annual leave time from the County Manager or the Mayor, and must receive approval in advance of taking any such leave.

New full-time employees do not accrue annual leave for the first six (6) months of employment, but upon completion of six months of employment, will be awarded 40 hours of annual leave (1 week). Annual leave may not be taken during the first six (6) months of employment. Annual leave accrual for an employee who is rehired more than six (6) months following the date of termination of employment will be treated the same as annual leave accrual for any newly hired employee. Annual leave accrual for an employee reinstated to a position of employment with MBCG within six (6) months of the date of termination of employment will return to the rate of accrual previously in effect.

Each week after the first six (6) months of service, a full-time MBCG employee accumulates annual leave on the following schedule:

Accrued Leave	Work Days	Hours Per Week	Hours Per Pay Period	Sworn Firefighter (60 hours per week)
6 months to 5 years	**10**	**1.54**	**3.08**	**4.62**
5 years to 10 years	**12**	**1.85**	**3.70**	**5.55**
10 years to 15 years	**15**	**2.31**	**4.62**	**6.93**
15 years to 20 years	**20**	**3.08**	**6.16**	**9.24**
20 years plus	**25**	**3.85**	**7.70**	**11.55**

The "20 years plus" accrual rate will not be available to former Bibb County and City of Macon employees hired after May 1, 2011.

Employees terminating employment with MBCG after six (6) months of service will be paid their annual leave entitlement in one lump sum, on the pay period following the final pay check. Part-time employees are not eligible for annual leave or accrual of annual leave.

EXHIBIT D

Financial Policies
Macon-Bibb County Consolidated Government



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Purchase Order

A purchase order is required to make any purchase that is neither eligible for direct pay as described above, nor eligible for purchase using a P-card, as specified in the Macon-Bibb County Code of Ordinances. All purchases shall be made from approved vendors only. This policy does not preclude the issuance of a purchase order for a purchase, regardless of amount.

Purchasing Card (P-Card)

Purchasing cards (P-Cards) will be used to acquire materials during the course of daily operations from approved vendors whenever authorized by the Macon-Bibb County Code of Ordinances. The County Manager may adjust the single purchase limit of any issued P-Card and may impose other restrictions on the use of a particular P-Card including, but not limited to, total monthly spending limits, types of materials authorized for purchase, and authorized vendors where the P-Card may be used. Department heads are responsible for the use of all purchasing cards within their departments and should be certain that appropriated funds are available to fund all purchases made with P-Cards.

The purchase of items using P-Cards must be charged against the appropriate line item in the department's budget. In no instance shall purchases be split to circumvent any per-transaction dollar limitations that may apply to the use of P-Cards. Purchases made during any thirty (30) day period charged to the same line item and made from the same vendor for the same, related, or similar items may be reviewed by the purchasing authority of the consolidated government to determine compliance with this policy.

Users of purchasing cards must follow all the policies and procedures governing their use including, but not limited to, providing vendors with proper sales tax exemption forms. Misuse of a purchasing card, fraudulent use, violations of procedures, or willful intent to circumvent any purchasing guidelines may result in loss of the use of the purchasing card and/or other disciplinary or legal action at the discretion of the County Manager.

Travel and Training

Scope

The travel and training policies apply to all elected officials and employees of the consolidated government for travel that is not part of their daily activities using government-owned vehicles.

Purpose

The intent of this policy is to provide for the funding of participation by elected officials and employees of the consolidated government in training and educational activities that are necessary or beneficial in the course of their duties, especially where those activities contribute toward the maintenance of professional certifications.

Approval for Travel or Training

All expenditures for travel or training activities of employees shall be approved in advance by the employee's immediate supervisor (if intermediate between the employee and the department/office head) and the department/office head responsible for the budget that will fund the expenditure.

Travel by department or department/office heads require approval in advance by the County Manager or Assistant County Manager as appropriate. Travel by Assistant County Manager requires approval in advance by the County Manager.

Nothing in this policy precludes approval by a department/office head or the County Manager of travel cost reimbursement after such costs have been incurred. In such instances, all costs and reimbursements must comply with all other provisions of this policy section.

Personal Automobile Use

The County Manager shall have the authority to authorize the ongoing use of a personal automobile by specific employees of the consolidated government. Such use must comply with all state laws, local laws, and policies of the consolidated government.

For all other employees of the consolidated government, use of a personal automobile or other vehicle for consolidated government business must have prior approval from the department or department/office head if the traveler desires reimbursement for costs incurred. The department or office head shall determine whether the use of a personal vehicle is appropriate.

In all cases, travelers who elect to use a private auto in lieu of travel by common carrier, where common carrier is practical, will be reimbursed the vehicle mileage expense or the amount of Economy Air Fare whichever is less.

Also, travelers who elect to use a rental vehicle in lieu of travel by common carrier, where common carrier is practical, will be reimbursed at the cost of the rental, not including mileage expense, or the amount of Economy Air Fare, whichever is less.

Lodging and Per Diem

Lodging and per diem limits established by the Internal Revenue Service for federal employees will be used for all travel reimbursements unless for logistical reasons a higher cost is approved. Higher costs may be incurred in order to obtain lodging at a conference hotel, especially if transportation to and from another lodging establishment would exceed the difference.

Meals for Out-of-County Travel

Travelers are allowed a per diem meal allowance while traveling on MBCG business. The per diem allowance is based on the IRS Standard Meal Allowance and varies depending on the particular city to which the traveler is traveling. The per diem rate for any city in the United States or internationally may be obtained from the department head or from the Finance Department.

For partial days of travel, i.e. the first and last day of a trip that includes overnight stays, or for single-day out-of-county travel, the per diem allowance shall be 75% of the daily per diem rate for the destination city.

Tips are included as part of the daily per diem allowance and will not be reimbursed as a separate expense.

Meals Within Bibb County

Expenses associated with meals for travelers to events occurring within the territorial limits of Bibb County may be reimbursed if one or more of the following conditions are met:

A. The traveler attended a seminar or conference at which the meal is an integral part of the seminar;

B. The traveler must participate in a meeting with an out-of-Bibb County individual or group whose principal purpose in Bibb County is to conduct business with MBCG. Extreme discretion should be used in spending travel funds for this purpose;

C. There is a meeting involving an elected official who is devoting their time to conducting MBCG business.

The meal cost reimbursement for the above circumstances will not exceed the IRS per diem allowance rate for MBCG in effect at that time.

~~The following breakdown will apply for partial days of travel:~~

~~Breakfast – 20% of the daily Per Diem when travel begins prior to or at 7:00 a.m. and extends to 9:00 a.m. or beyond.~~

~~Lunch – 30% of the daily Per Diem when travel begins prior to or at 12:00 noon and extends to 2:00 p.m. or beyond.~~

~~Dinner – 50% of the daily Per Diem when travel begins prior to or at 5:00 p.m. and extends to 7:00 p.m. or beyond.~~

~~Tips are included as part of the daily Per Diem and will not be reimbursed as a separate expense.~~

Travel Advance

Travel advance requests must be approved by the employee's supervisor and submitted to the Finance Department. Requests should be submitted seven (7) business days prior to the date the advance will be needed. No travel advance funds will be distributed until two (2) business days prior to the date costs will be incurred or departure is required. All efforts should be made to have travel advances paid in advance by check written directly to the traveler.

~~Travel advance requests must be approved by the employee's supervisor and submitted to the Finance Department. Requests should be submitted at least five (5) days prior to the date the advance will be needed. No travel advance funds will be distributed until two (2) days prior to the date costs will be~~

~~incurred or departure is required. All efforts should be made to have travel advances paid in advance by check written directly to the traveler.~~

Travel Expense

Travel expense forms must be approved by the employee's supervisor and submitted to the Finance Department. Expense forms should be submitted within three (3) business days following the completion of travel or return to regular scheduled duties. All travel reimbursement requests should be included on the travel expense report. Any reimbursement due to the traveler will be made by check within five (5) business days of receipt of the complete and approved travel expense form. Requests for reimbursement submitted after three (3) business days may be denied.

~~**Travel Reimbursement**~~

~~All travel reimbursement requests require a travel expense report and must be submitted with the approval of the employee's supervisor to the Finance Department within five (5) working days following the completion of travel or return to regular scheduled duties. All reimbursements will be made by check within five (5) days of receipt of the complete and approved travel expense report. Requests for reimbursement submitted after five (5) days may be denied.~~

The key requirements for the reimbursement of travel or training expenses are:

• the employee has incurred deductible business expenses while performing services as a municipal employee;

•has obtained receipts for all expenses where a receipt is available showing amounts, vendors, dates, and place; and has maintained records for all other expenses (eg. Personal mileage); and

• has submitted a complete and accurate travel report.

A deductible business expense is anything that would be allowable under IRS rules for personal business expense deductibility. In general this includes reasonable meals and lodging expenses while traveling on business, but not expenses unrelated to the business purpose, or lavish or extravagant expenses including but not limited to:

• expenses incurred by any person other than the official or employee;
• expenses for entertainment, including but not limited to in room movies and mini-bars;
• alcoholic beverages;
• laundry service;
• personal articles, toiletries, souvenirs, etc.; and
• the direct expenses of operating a personal vehicle, such as gasoline, oil, parts, or repairs.

Capital Improvement Plan and Debt Management

Capital Assets and Planning

Scope

EXHIBIT E

SECTION 6: EMPLOYEE RESPONSIBILITIES

POLICY	NUMBER
Arrest, Indictment, and Conviction	6.01
Attendance, Absenteeism, and Remote Work	6.02
Customer Service	6.03
Employee Dress Code and Hygiene	6.04
Health and Safety	6.05
On-Call Service and Off-Hours Communications	6.06
Second Jobs	6.07
Solicitation	6.08
Tobacco and Nicotine Use	6.09
Travel	6.10
Workplace Violence and Concealed Weapons	6.11
Alcohol and Drug-Free Workplace	6.12
Care for MBCG Equipment	6.13
Workers' Compensation	6.14

ARREST, INDICTMENT, AND CONVICTION

This policy applies to all full-time, part-time, and temporary employees of MBCG, and is provided to establish rules and guidelines concerning action taken when an employee of MBCG is arrested, indicted, or convicted of a misdemeanor or felony criminal offense.

Obligation to Report
Any MBCG employee shall notify their immediate supervisor as soon as possible, but in no event more than two business days after any arrest, conviction, no contest or guilty plea, or other adjudication of the employee for any felony or misdemeanor criminal offense. If the employee is incarcerated or unavailable, then the employee shall have a duty to have someone else make this report on the employee's behalf.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, any citation, arrest, conviction, no contest or guilty plea, or other adjudication for operating a motor vehicle under the influence, revocation or suspension of the employee's driver's license, or driving on a revoked or suspended license must be reported in accordance with this policy if the employee drives or operates a vehicle or other motorized equipment owned by MBCG.

Failure to report under this policy may result in disciplinary action up to and including termination of employment. Such report shall be made as soon as possible, but, in no circumstances, more than two business days after the event giving rise to the duty to report. This reporting requirement applies to both on- and off-duty conduct.

Disciplinary Action
An arrest, indictment, or conviction of a crime shall not be an automatic basis for termination of employment. MBCG shall consider the following factors in determining what action, if any, should be taken against an employee who is charged with or convicted of a crime during their employment with MBCG:

- **Nature and Gravity of the Offense or Conduct**
  MBCG will carefully consider the nature and gravity of the offense or conduct to determine whether a specific offense may be relevant to risks in a particular position of employment. The nature of the offense may be assessed with reference to the harm caused by the crime, (e.g., theft causes property loss), and to the legal elements of a crime (e.g., whether the elements of the offense are substantially related to job duties, or whether intent is a legal element of the offense). With respect to the gravity of an offense, offenses classified as misdemeanors may be less severe than those classified as felonies.

- **Date of the Offense and the Individual History**
  MBCG will consider the length of time that has passed since the offense, conduct, or completion of sentence as probative of the risk the employee poses in their particular position of employment. This assessment could also include consideration of recidivism data and studies. MBCG will also consider the number and type of pending charges and convictions, the employee's participation in or completion of programs of a rehabilitative nature, the employee's probation or parole status, and the employee's ability to perform or continue to perform the job consistent with the safe, efficient, and effective operation of MBCG.

- **Nature of the Job Held**
  MBCG will conduct an individualized assessment to determine whether the employee's continued employment poses an unacceptable level of risk to MBCG. This factual inquiry will begin with identifying the job title of the employee, but will also consider the nature of the job's duties, essential functions of the job, (e.g., extent to which successful job performance requires public trust), the circumstances under which the job is performed (e.g., level of supervision, level of oversight, interaction with co-workers or the public, opportunity the job presents for the commission of an offense), and the environment in which the job's duties are performed (e.g., outdoors, on MBCG property, or on or within private property).

  Termination of employment based on a charge or conviction may be imposed where a demonstrable relationship between the offense or underlying conduct and prejudice to MBCG's interests, the public trust, or to successful performance of the position of employment held by the affected employee exists.

  Nothing herein shall prohibit MBCG from placing an employee on administrative leave based upon a citation, arrest, indictment or information, or conviction.

Pay During Periods of Incarceration

If any employee is incarcerated while remaining actively employed with MBCG, then that employee may use accrued annual leave in order to be paid for any missed work time, provided that if the employee does not have sufficient annual leave, then their period of incarceration shall be unpaid leave. Regardless of the employee's annual leave balance, the employee shall not be entitled to any Holiday Pay (see Section 5.04 – Holiday Pay) or other wages during their incarceration. Employees who are incarcerated on a recognized holiday shall not be entitled to Holiday Pay, but may use available annual leave for that holiday if they desire to be paid. Employees working in a position where they would normally accrue a floating holiday will not receive a floating holiday if they are incarcerated on the day of the holiday.

The employee's department head or supervisor should make a recommendation concerning the continued employment of the employee as a personnel action under Section 4 of this Manual, which will be subject to review by a Personnel Action Review Team. Where the circumstances indicate that the employee poses a material risk to the health, safety, or property of any person or of the MBCG, then the department head may immediately place the employee on unpaid administrative leave for a period not to exceed six months, subject to the later approval by the personnel action review team in accordance with Section 4.02, in order to give the employee an opportunity to have the charges in question resolved in an acceptable manner. If the employee is not able to have the charges cleared within six months, then their employment shall be terminated, provided that the employee shall be eligible for rehire to an open position of employment with MBCG if the charges are resolved later in an acceptable manner.

ATTENDANCE, ABSENTEEISM, AND REMOTE WORK

Good attendance is critical to successful employment with MBCG and to the services provided by MBCG to the public. All employees are expected to be present and on time to perform the duties for which they were hired. Absence, tardiness, and leaving early from a work shift places an extra burden on coworkers and may result in disciplinary action.

The following rules concerning attendance and absenteeism apply to all MBCG employees:

A. Each employee is expected to be at work on time each scheduled day and in a fit condition to work.

B. An employee who is unable to report to work as scheduled must contact their supervisor immediately and within the time limit established by the department.

C. Each department will determine the method to be used to report call-offs, tardiness, and leaving early.

D. The employee who is absent, tardy, or leaving early must inform the supervisor the date or time that they expect to report to or leave from work.

E. The supervisor has discretion to require documentation for the reason for the attendance incident, e.g. doctor's note, court order, receipt for tire change or repair, etc., if the supervisor believes the employee is abusing leave privileges.

F. Three consecutive days of unreported or unauthorized absences from work will be deemed voluntary resignation due to job abandonment.

G. If the employee is out sick for three or more consecutive scheduled workdays, the employee must provide a doctor's excuse by the fourth day. Where operational needs or an employee's past conduct justify a shorter timeline, individual department heads may by departmental policy require employees to submit a doctor's excuse sooner or following shorter periods of absence.

H. Excessive absenteeism, including tardiness or leaving early, may result in disciplinary action, up to and including loss of FLSA exempt status or termination from employment.

I. Absences due to illness or injury may require written verification from a physician, or the employee's department head may request the employee to contact Human Resources and allow them to review the employee's situation to determine whether the employee must undergo a physical examination by a certified physician of the MBCG's choice, at the MBCG's expense prior to returning to work. Written

verification by a physician must state that the employee was unable to work on the day or days of absence, and should inform MBCG if the employee will have any continuing physical or mental limitations affecting their ability to perform their jobs.

J. Attendance records will be considered in performance appraisals. Excessive absenteeism, including tardiness or leaving early, may result in an unsatisfactory rating.

K. An employee who is absent for more than three consecutive days for personal or family illness should contact the Human Resources Department to determine their rights under the Family Medical Leave Act.

L. No employee who is out of work for six consecutive months may remain under MBCG's active payroll, provided that, in exceptional circumstances, the department head, with the approval of the human resources director, may extend this time period. Employees who remain out of work beyond this time must be terminated from employment and removed from MBCG's active payroll.

M. If an individual who is out of work for an extended time and terminated (see paragraph L, above), and is later able to return to work, they will be given consideration based upon:

1. The length of time they have been off MBCG payroll (refer to Anniversary Date and Bridging of Service, policy 7.01.)

2. Whether an open position for which the individual is qualified is available.

3. Prior work record.

If these conditions are satisfactory, re-hiring of the individual will be in the sole discretion of the hiring manager.

N. Supervisors and department heads are responsible for administering prompt and consistent disciplinary action for repeat offenders.

O. Break time: Department heads shall have discretion to set employee break times and schedules, subject to the supervision of the County Manager. In general, unpaid time should be afforded for reasonable meal breaks for shifts scheduled for longer than four hours, and department heads may grant additional paid break time as appropriate for longer shifts. Where taking reasonable breaks is necessary for employee safety, such as working during heat advisory conditions or to accommodate an employee's disability, then break schedules should be adjusted according to any guidelines from Human Resources, the Compliance Officer, or

Risk Management. Department heads shall have authority to determine when employee break privileges are being abused, and may limit the number or scheduling of breaks where needed to ensure effective operations.

P. Absences or partial absences for which an employee is granted leave under the Family Medical Leave Act or pre-approved annual leave shall not be counted for purposes of enforcement of MBCG's attendance policy.

The following definitions relating to attendance and absenteeism govern this policy:

1. **Absence**: The failure of an employee to be present for work when scheduled regardless of whether the failure is legitimate or unpreventable. Where an absence spans multiple consecutive workdays, it shall be counted as one absence for purposes of the attendance and absenteeism policy.

2. **Excused Absence**: A prearranged absence for which the employee obtained prior approval from their supervisor or department head, or an absence which in the opinion of the supervisor is due to illness or another legitimate unforeseen need or problem which requires being away from the job.

3. **Unexcused Absence**: Any absence without leave or proper authorization, or leave taken under false pretenses is an unexcused absence. Failure to call in for what might otherwise be an unexcused absence constitutes a separate violation of this policy for which disciplinary action may be taken.

4. **Tardiness**: Arriving for work later than the scheduled starting time or returning from lunch or break periods beyond the time allotted or taking lunch or break periods outside of the scheduled time without first obtaining permission.

5. **Leaving Early:** Leaving work earlier than the scheduled ending time or going to lunch or break periods before the time allotted or taking lunch or break periods outside of the scheduled time without first obtaining permission. Unless specifically authorized by an employee's department, this includes taking a lunch or break period at the end of the day so as to cause the employee's workday to end early.

REMOTE WORK:

I. Eligibility

It is the default policy of MBCG that all work should be done in-person, and during each employee's normal operational hours. Employees may be considered for opportunities to work remotely if:

1. They have been employed for a long enough time to establish a history of working diligently and independently at their assigned tasks; exhibiting excellent organizational and communication skills; and exhibiting an ability to concentrate on work assignments without distractions;

2. Either all of their job duties are capable of being performed remotely, or enough of their job duties are capable of being performed remotely that the employee is able to effectively work a full day while out of the office and fully accomplish those duties which must be performed in-person while in the office;

3. They have and maintain all permissions and credentials to access necessary systems remotely – for example, an employee who must access MBCG's computer network in order to work remotely cannot work remotely if their access privileges are revoked or suspended;

4. They have access to an environment in which to work that is adequately clean, safe, private, and secure for the kinds of work that they must perform;

5. They are available during the "core operating hours" of their department, as determined by their department director;

6. Other factors and considerations for whether an employee can work remotely include, without limitation:

i. whether it is more cost effective to use MBCG office space or to allow remote work;

ii. whether a job involves working alone or with equipment that may or may not be at the employee's home;

iii. whether a job requires regular physical presence in the office in order to be performed effectively; whether the "face-to-face" contact with other organizations, the public or other MBCG staff is required for the position; and whether such contact may be limited to days when the employee is not working remotely;

iv. whether the job requires access to or use of resources available only in the office;

v. whether the integrity of confidential data may be maintained if data is taken offsite;

vi. whether the employee's computer and internet systems meet any standards or compatibility requirements imposed by the Information Technology Department, including any policies or safeguards to protect MBCG, its employees, and its computer systems from cybersecurity intrusions or attacks.

II. Authorization

Employees who are eligible for remote work may perform R-WILL or Off-Hours remote work on an incidental basis not affecting more than five working days with the permission of their department head, or, for department heads, their direct superior. The five affected days can occur within any continuous time frame (i.e., a single week, or recurring over up to five consecutive weeks) where the reasons or circumstances justifying the need for an eligible employee to be absent from work, or to perform R-WILL or Off-Hours remote work are related and continuing. If the reasons or circumstances above come to an end, or a total resolution, and then the same or similar reasons arise more than two weeks thereafter, that may be considered a second, unrelated incidental period. Employees and departments shall not be authorized to artificially divide an employee's use of incidental remote work for the purpose of avoiding obtaining authorization from the County Manager for non-incidental remote work, or where a request for non-incidental remote work has been previously denied.

Employees requesting remote work authorization on a non-incidental basis, including all requests for temporary or permanent hybrid or fully remote work schedules must first get the permission of their department head and the County Manager. Department heads or interim department heads must get the permission of their direct superior for such requests. Proposed remote work schedules must be consistent with the requirements of the employee's position and must serve the needs of MBCG. Employees approved for remote work may not change their approved remote work schedules without getting re-approved for the new proposed schedule. The person who authorized an employee's remote work schedule shall have the right to modify or terminate the employee's remote work schedule at any time to fit the needs of MBCG.

All approved remote work schedules should be clearly communicated to any other employees whose job duties depend in part on having access to the employee being approved for remote work, so that it is clearly understood by all what days and times to expect the employee to be available when needed, both remotely and in-person.

III. Classifications

A. Remote Work In Lieu of Leave ("R-WILL")

Employees who are authorized to work remotely may be eligible for Remote Work In Lieu of Leave, or "R-WILL." The purpose of R-WILL is to allow employees who would otherwise be temporarily unable to work to still be productive and contribute to their job roles as they are able. Before any employee is authorized to use R-WILL, they must first be eligible and authorized under this policy for remote work generally (see Part I, Eligibility, and Part II, Authorization, above), and must have an adequate ability to conduct work at the employee's normal levels of quality and productivity from a remote environment.

Employees authorized for R-WILL should record time spent working as regular hours, unless otherwise instructed by Human Resources. Employees working R-WILL shall be eligible for regular pay for their time worked according to that employee's FLSA status.

R-WILL should not be used routinely or in usual circumstances. For regular, planned remote work, employees should establish a hybrid schedule where available. Some examples of situations where R-WILL may be appropriate could include:

1. An employee is taking care of a sick child or parent, but is able to work remotely while at home watching the child or parent in lieu of taking kin care leave;
2. An employee has suffered an injury that has temporarily affected their mobility and they are unable to navigate the workplace, but are able to still work remotely in lieu of taking extended sick leave;
3. An employee suffers from a temporary condition that renders them unable to drive their car, but they are able to work remotely in lieu of taking sick leave;

In all of these cases, employees who would otherwise be on leave, but who are able to perform work to support and advance the operations of the MBCG, and for whom it is in the best interest of MBCG that they are able to work remotely, may be authorized to do so under Part II, Authorization, above. If an employee is not authorized to work remotely, or a request for R-WILL is not approved, then the employee should use the appropriate leave time instead and not attempt to work remotely. Employees who are on leave should not be performing any work at all during their leave period.

B. Hybrid Schedule

In exceptional circumstances, an employee or a job position may be approved for a permanent or indefinite-duration hybrid work schedule. Under a hybrid schedule, an employee is required to work in-person at their usual office location for certain predetermined days of the week or month, and is otherwise permitted and scheduled to

work remotely on the remaining work days. Examples of hybrid schedules might include: working in-office Tuesday through Thursday and remotely on Mondays and Fridays; working remotely on the first Thursday and Friday of each month; or working remotely on the 11th through 13th day of each month.

All hybrid schedules must be reviewed by the department head and approved by the County Manager, and are subject to revocation or revision at any time according to the needs of MBCG.

C. Off-Hours Remote Work

Employees who are on-call, or whose job duties require off-hours availability may, to the extent that they are readily and completely able to do so, perform those off-hours duties remotely unless the situation or the employee's chain of command expressly require the employee to report to the office or to another location. A request or directive made by an employee's chain of command (including the Mayor or Administration Department) for an employee to perform work while on-call or during periods of off-hours availability shall be considered authorization for incidental R-WILL or Off-hours remote work if and only if the request or directive is of a type that can be readily and completely performed remotely. For more information, see Section 6.06, "On-Call Service and Off-Hours Communications."

D. Fully Remote Work

Fully remote work is a permanent or indefinite-duration work schedule under which an employee is authorized to perform all work remotely and is never required to report physically into work in-person. It is the general policy of MBCG that no employee should be authorized to work a fully remote schedule. The Mayor or County Manager shall have discretion to make exceptions to this policy where the best interest of MBCG so requires.

IV. Expectations

Employees working remotely must remain vigilant about their surroundings and their ability to maintain MBCG information in confidence whenever necessary. This includes avoiding doing MBCG work over unsecured internet access points; avoiding situations where confidential or sensitive information on computer or electronic device screens may be observed by others; avoiding taking phone calls about confidential or sensitive matters where others can hear the employee's conversation; and avoiding bringing confidential or sensitive files or papers into public areas where they may be observed by others or forgotten.

Employees who are working remotely may be subject to being called into work at any time during work hours in the event of an emergency, as determined by their chain of command.

Employees working remotely must maintain ordinary standards of professionalism in terms of job responsibilities, work output, and interpersonal interactions. The amount of time an employee is expected to work will not change due to being on a remote schedule. Remote work privileges may be suspended or revoked for any or all employees at the discretion of their department head or the County Manager.

All employees working remotely must make themselves available for internal and external meetings and other requests made by their supervisor. Employees working remote schedules must keep their supervisor informed of progress on assignments worked remotely, as required by their supervisor. Any work-related injuries sustained while working remotely must be reported to the employee's supervisor and to Workers' Compensation personnel immediately.

Additional remote work requirements or conditions may be imposed by MBCG or by a particular department as needed, and will be communicated to affected employees at the time they are established or modified. Employees performing remote work may be subject to having their work output and productivity tracked or audited, and may be subject to disciplinary action, up to and including termination, for abuse of remote work privileges, lack of productivity, or misrepresenting the quantity or type of work that is being performed.

Employees working remotely shall not perform work for any other jobs during their approved remote work hours for MBCG (see Section 6.07 – Second Jobs). Employees working remotely shall not suffer or allow any non-employee of MBCG to perform any job tasks for the employee, on behalf of the employee, or in impersonation of the employee. Violations of the remote work policy may result in disciplinary action, up to and including termination.

CUSTOMER SERVICE

All MBCG employees are expected to serve the public, business associates, suppliers, and other employees with courtesy, professionalism, and respect for the basic human dignity of all people, regardless of their station in life. Providing good customer service is a primary responsibility for everyone employed by MBCG, as well as for MBCG's elected officials, contractors and agents, State or Federal employees doing business or working with MBCG, visitors, and any person doing business for or with MBCG.

Citizens and visitors of Macon-Bibb County and our fellow employees are the customers we serve each day. Employees are expected to treat one another and members of the public with respect, courtesy, and dignity, even when there is a disagreement or conflict. Employees are expected to remember the following principles and conform behavior to these standards in the course of their everyday duties:

1. Be respectful of all persons with whom you come into contact, without consideration for their appearance, race, gender, national origin, orientation, disability or frame of mind.

2. Citizens and visitors of Macon-Bibb County are our customers—their tax dollars pay our salaries.

3. Coworkers in our departments and other employees of MBCG are our internal customers, who are equally entitled to respect and good customer service.

4. Behavior speaks as loudly as words. A pleasant expression, eye contact, and a sincere interest in each request go a long way toward fostering public confidence and projecting the integrity of MBCG.

5. Professional appearance goes hand in hand with employee behaviors.

6. Employee behavior in each interaction with the public is an assessment of the employee's performance and MBCG's performance.

7. Nothing projects a negative image more than inattention, not being engaged in work activities, and chatting with other employees while dealing with a customer. Citizens of Macon-Bibb County are entitled to the full attention of its employees when addressing an issue that prompted a visit to a MBCG facility.

Behavior not meeting these standards may result in corrective action in accordance with MBCG's disciplinary and personnel policies.

EMPLOYEE DRESS CODE AND HYGIENE

Employee Dress Code:
The MBCG considers it very important that employees be well-groomed, neat, and dressed appropriately for their respective job functions. While the members of the County Commission trust each employee's common sense and good judgment, a dress code must be followed which is appropriate to the work environment. Appropriate dress and hygiene are important in promoting a positive image to our customers, both internal and external.

1. MBCG expects employees to be well-groomed, clean, neat and professionally dressed at all times. Work attire and grooming should complement an environment that reflects an efficient, orderly and professionally operated organization, consistent with the safety requirements and professional standards of the employee's position, as determined by the employee's department head. Department heads shall have the authority, consistent with the job duties of each employee and the requirements of this policy, to allow some or all of their employees to dress in more casual or relaxed attire on certain days or occasions as may be appropriate.

   Except where required by an employee's specific job duties, employees may not wear halter tops; strapless tops; spaghetti straps; tank tops; cropped tops; leggings, sweatpants, clothing with offensive wording; clothing bearing explicit or harassing language or images; clothing bearing language, images, or symbols associated with drug or alcohol use, violence, or gang activity; clothing that shows undergarments (sheer), torn clothing, or tight fitting, revealing, or oversized clothing, flip flops, or sandals. All clothing must be clean, neat, and properly fitting. Moreover, MBCG expects its employees to dress professionally every day.

2. Employees required to wear uniforms due to the nature of their work will have uniforms furnished by MBCG. If uniforms are provided, employees are expected to keep them cleaned, pressed, and in good repair. Employees who are provided uniforms must return them to MBCG upon their separation from employment in accordance with Section 6.13 of this manual.

3. Employees must wear clothing that is regularly laundered and generally free from soiling or unpleasant odors not associated with the employee's job duties.

4. In consideration of employees, clients, or other visitors to our office who may have sensitivities or allergies to various fragrances or scented products, each department head shall have authority to designate their department or any office or component thereof as a fragrance-free workplace. This means employees

should refrain from wearing fragrant products in the workplace that others can smell, such as perfumes, colognes, powders, scented body lotions, and similar products. Scented products such as candles, potpourri, scented oils, and similar products may be similarly prohibited in the workplace.

5. Any employee that requires a reasonable accommodation from any part of this dress code for reasons based on religion, disability, pregnancy, or other grounds protected by federal, state, or local laws should contact their supervisor or the Compliance Officer. Requests for accommodations will be considered in accordance with the law. MBCG prohibits any form of discipline, reprisal, intimidation, or retaliation for requesting a reasonable accommodation for grounds protected by federal, state, or local law. This policy is not intended to restrict communications or actions protected or required by state or federal law.

Each department head shall be responsible for informing their employees about all safety-related and other dress requirements that apply to that employee's position. Any employee who is not dressed in proper attire consistent with this policy will be considered unsuitable to work and may be asked by their department head or manager to clock out, go home, and return to work appropriately dressed. Employees who disregard this policy and its standards may also be subject to discipline.

Any questions about the requirements of this policy or what constitutes appropriate workplace attire should be directed to the employee's supervisor.

Employee Hygiene Standards:
Employees are expected to exercise good hygiene practices and maintain a sanitary workplace while employed with MBCG. Department heads shall have discretion to apply prevailing hygienic and sanitary standards to each employee based on their job duties, but in general, and without limitation, employees should meet the following standards:

1. Employees must bathe or shower regularly, maintain their skin and hair in a generally clean state, and maintain basic levels of dental hygiene. Fingernails must be maintained so as to allow the employee to perform their job duties consistent with all safety and sanitary standards of the employee's position. Hair, including facial and body hair, must be maintained in a manner that does not create a safety risk based on the employee's regular job duties.

2. Employees must wash their hands after using the restroom or handling any food, any soiled or greasy materials, or any substances which can transfer from the hands to other objects on contact.

3. Employees must take care to utilize vent fans and sanitizing sprays where necessary to avoid creating unpleasant lingering odors after using the restroom.

4. Employees must cover their mouth and nose when coughing or sneezing, such as using either a tissue or face mask, or into their elbow. Employees must discard any hygienic or first aid items which have been contaminated with bodily fluids in the proper waste receptacles right away.

5. Employees must clean up after themselves when eating, cooking, or engaging in any activity which can generate unclean conditions. Department heads shall have discretion to designate areas in which any such activities may be conducted, and to prohibit any activities which can generate unclean conditions from occurring outside of the designated areas.

6. Employees must place all trash in appropriate trash receptacles and maintain their workspaces in a neat and orderly manner in accordance with the standards set by each department head.

7. Employees who bring food into the workplace should seal, label, and store it in a safe manner. Department heads or their designees shall have authority to discard any food products that are unclaimed, old, moldy, stale, out of date, or otherwise unsanitary.

8. Employees with unhealed sores or wounds on their skin must keep the wounds clean and dressed. Any employee with an open wound that is exposing others to risks of contamination through contact with bodily fluids may be sent home from work for the day, off the clock, by their department head or manager.

9. Employees who are exhibiting symptoms of contagious illness should avoid coming to work. Employees who experience symptom onset while at work should leave work early or, at a minimum, take steps to isolate themselves, wash their hands frequently, and avoid exposing others to potential contagious illness, to the extent allowed by their job duties.

This policy applies to all MBCG employees and appointed officials. Violations of these policies may subject employees to disciplinary action, up to and including termination.

HEALTH AND SAFETY

People are MBCG's most important asset and ensuring their safety is one of MBCG's greatest responsibilities. It is MBCG's policy that each employee is entitled to a safe and healthful place to work.

All employees have the right to expect to be provided with a proper place in which to work, as well as proper machines, equipment, and tools with which to do the job, and that the employee will be able to devote their energies to the work without undue danger. Only under such circumstances can the association between employee and employer be mutually profitable and harmonious.

It is the desire and intention of the County Commission to provide a safe workplace, safe equipment, proper materials, and to establish and insist on safe methods and practices at all times.

It is the basic responsibility for each member of the MBCG team to make the safety of all employees, guests, visitors, and customers a priority in all aspects of their job performance. This responsibility must be accepted by every employee acting on behalf of MBCG, regardless of the capacity in which they function, and every employee has a duty and responsibility to point out or report unsafe conditions whenever they are observed.

Employees are expected to use all safety equipment provided. Rules of conduct and rules of safety shall be observed. Safety equipment must not be destroyed, bypassed, or abused.

All new employees must participate in a safety orientation program as a part of their new employee orientation. The joint cooperation of employees and management in the observance of this policy will provide safe working conditions and accident-free performance to the mutual advantage of all.

MBCG considers the safety of all personnel to be of paramount importance, and expects each employee to fully cooperate in making this policy effective.

ON-CALL SERVICE AND OFF-HOURS COMMUNICATIONS

On-Call (aka "Standby"):

The MBCG may require certain FLSA non-exempt employees to be placed on "on-call" (aka "standby") status for emergency response after normal duty hours. Employees who are placed on-call in any department may be required to be on-call on a predetermined schedule. Where applicable, on-call status may be assigned on a rotating basis, or otherwise as needed, and should be assigned by a supervisor with prior approval of the department head. Employees who are scheduled and approved to be on leave (vacation, sick, FMLA, or other scheduled leave) cannot be scheduled for on-call duty.

In the event of a call requiring an in-person response, the employee should be able to respond to any occurrence within the territorial boundaries of Bibb County within thirty minutes of the call being received.

The supervisor will be responsible for determining whether there is a need for additional personnel for a particular call, and for securing such additional personnel. If personnel needs exceed the available on-call staff, then employees who are not on-call may be offered opportunities to fill such additional personnel needs where they may arise, and will be entitled to pay as if they were on-call if they choose to perform work. On the other hand, FLSA non-exempt employees who are not on-call shall have the right to refuse to work during their scheduled off-hours and shall not be retaliated against for refusing to work when not scheduled. For employees whose job duties include preparing for or responding to emergency, severe weather, or natural disaster conditions, Department Heads shall be authorized to suspend the right to refuse work as described in this paragraph, and to order any or all such employees as are capable of reporting for work and fit for duty to report as soon as possible. Any such employees who report to work in this manner shall be entitled to pay as if they had been on call. Any such employees who refuse or fail to report to work after being ordered to do so as part of a situation preparation or response effort may be subject to disciplinary action, up to and including termination.

On-call time will be compensated as follows: the employee will be paid their regular hourly rate for two hours for on-call service each non-holiday weekday and four hours for each Saturday, Sunday, or Holiday they are on-call regardless of whether they are actually required to respond to a call. On-call time is not considered to be, and is not compensated as, time actually worked and shall not be included when calculating overtime.

The rate of pay for actual work time while on-call shall be in accordance with the MBCG pay policy regarding overtime pay. Employees who have not met the threshold for required overtime shall be paid at their regular rate until they meet the required threshold.

In the event an employee is required to respond to a call during the on-call time, they will be paid for any time actually worked, inclusive of the on-call time. For example: An employee is on-call during the work week, receiving two hours on-call pay, and is called into work. The employee works three hours. The employee will be paid for three hours worked, and may be paid overtime for the three hours worked, if applicable.

Off-Hours Communications:

FLSA non-exempt employees shall generally enjoy the right to be free from having to perform or think about work during their scheduled off hours, including early mornings, evenings, overnight, weekends, holidays, and leave days. However, minimal off-hours communications which do not concern tasks related to the employee's job duties are allowed where needed. These communications include things like asking an employee about their return to work, checking in on the employee, assisting with an employee request, or sharing important or time-sensitive information with the employee.

If a superior or supervisor needs to contact a FLSA non-exempt employee for a purpose related to a work assignment during that employee's off hours, and the employee is not on-call, then:

1. The employee should have the right in normal circumstances to insist that the work be performed during their regular, scheduled work hours, and that they not be required to perform the work immediately, and no employee should be retaliated against or disciplined for insisting on not being contacted for routine purposes outside of work hours;

2. Where an employee is willing to perform work during their off-hours, or if the employee is required to perform work during their off-hours because of unusual or emergency circumstances, then all time spent performing work, including the time spent on the communication itself about that work, shall be counted as working hours for which the employee is paid; and

3. Where an employee is requested, and is either willing or required to perform work in-person at a county office or at a job site during their off-hours because of unusual or emergency circumstances, then the employee shall be entitled to pay as though they had been put on-call that day in accordance with this policy.

For FLSA-exempt employees, minimal off-hours communications which are not related to the employee's job duties, or which are related to the employee's job duties but which do not require reporting to an office or other location are considered reasonable and may

be allowed in general. Each FLSA-exempt employee should know whether their job duties will occasionally require them to report to work physically during their off hours or to work on greater than minimal assignments during off hours, depending on the situation at hand. FLSA-exempt employees will not be entitled to any additional pay for performing work-related tasks during their off hours.

If an employee who is FLSA-exempt wishes to set aside a period of time in which they do not wish to receive any communications about work, such as during the evening or while on a scheduled leave period, then the employee should make that request to their immediate superior and to their subordinates, and alternate arrangements should be made to the satisfaction of the superior to account for the employee's unavailability. Such a request should be honored to whatever degree is reasonably possible, provided that communications may still be necessary in unusual, extreme, or emergency situations.

SECOND JOBS

It is the policy of MBCG that no full-time or part-time employee will be allowed to work part-time for any other MBCG department. This prohibition is intended to comply with Internal Revenue Service (IRS) guidelines governing contract employees.

The MBCG employees are permitted to work part-time for other employers outside of MBCG in addition to their full-time or part-time position of employment with MBCG so long as the second job does not interfere with, or create a conflict of interest with, their position of employment with MBCG. Employees who either have a second job or who are considering a second job should contact a Human Resources representative to ensure that no conflict of interest exists.

This policy applies to all full-time and part-time employees of MBCG.

SOLICITATION

While MBCG recognizes the worthiness of many causes and organizations, in the interest of a productive and harmonious work environment, the following regulations shall apply to any personal or private solicitations of donations, fundraising sales, and distributions of literature:

1. Solicitation or distribution of literature by non-employees in non-public areas of MBCG property is prohibited at all times. Solicitation or distribution of literature by non-employees on MBCG property which interferes with the work of MBCG employees is prohibited.

2. Solicitation or distribution of literature by employees on MBCG property during working hours which in any way interferes with the work of the employee soliciting or the work of other employees are prohibited. If a supervisor believes that the solicitation or literature distribution is interfering with work, they shall instruct the employee to immediately cease the disruptive activity and return to work.

3. Where solicitation or distribution of literature is tolerated, care must be taken by all employees to ensure that every employee's right to decline to participate in the solicitation, or to make any purchase, or to receive or accept any literature, is unconditionally respected. No employee should ever feel pressured or coerced into participating except under their own free will, and no employee should ever be disrespected or retaliated against in any way for choosing not to participate, or for the degree to which they choose to participate. Employees in supervisory or managerial positions must be especially sensitive to the fact that merely asking subordinate employees if they are interested in buying something or in accepting literature may be inherently coercive because of the power imbalance that exists in their relationship, and that subordinates may feel that they have no choice but to participate in order to appease their superior.

4. Employees who wish to post a personal or private announcement of interest to other employees in or on MBCG property must obtain permission from the County Manager. Employee posted announcements must be removed from MBCG property by the posting employee when the information becomes outdated.

5. Distribution of literature by employees on MBCG property in non-public working areas is prohibited at all times.

6. Unless otherwise authorized by the Mayor and Commission, or their designee, MBCG buildings may not be used for activities unrelated to MBCG outside of

normal business hours. This provision shall not be interpreted as applying to MBCG property that is leased to other parties.

7. This policy does not prevent any official MBCG solicitation or distribution of literature, such as open benefits enrollment information; official signs, posters, or announcements; or solicitations relating to official charity drives authorized by the Mayor, Commission, or County Manager.

8. Violations of this policy may be a basis for employee discipline, up to and including termination.

As used in this policy the term “non-public area” shall mean areas of MBCG property that is not open to members of the general public and access is typically limited to MBCG employees and invitees on official business.

This policy is not intended and shall not be interpreted as applying to non-employee activity, or off-duty employee activity, occurring on public streets, sidewalks, public areas of parks, and other traditional public forums. This policy is not intended and shall not be interpreted as governing the ability of non-employees or employees to comment, speak, and present information to the Mayor and Commission during open meetings of the governing authority, and the Mayor and Commission reserve the right to establish rules and policies governing the time, place, and manner of public comments during Commission or committee meetings.

TOBACCO AND NICOTINE USE

Both Georgia law and the MBCG Code of Ordinances prohibit smoking in public buildings by both employees and visitors. Use of tobacco or nicotine products, i.e., smoking and use of smokeless tobacco, or electronic or vapor-based nicotine or simulated-smoking devices or products in any MBCG vehicle, or in areas other than those designated as smoking and vaping areas in any MBCG building is strictly prohibited. This does not include smokeless, vaporless, spitless nicotine-containing products (such as patches, gums, pouches, or lozenges) used as part of an employee's efforts to quit tobacco or nicotine use. For purposes of this policy, MBCG buildings include all buildings and structures owned or operated by MBCG.

This policy applies to all employees, elected and appointed officials, contract employees and agents, State or Federal employees doing business or working in MBCG facilities, visitors, and any person doing business for or with MBCG.

Failure to adhere to this policy may result in disciplinary action, up to and including termination of employment.

Incentive for Cessation of Tobacco Use

Incentives may be available to full-time employees who would like to stop using tobacco and nicotine products. MBCG may provide smoking cessation classes and may offer a discount on health insurance premiums to employees covered by the MBCG health care plan. Screening for tobacco or nicotine use may be part of the annual wellness screening for employees covered by MBCG's health care plan. Participation in annual wellness screening may be required to receive the full incentive of premium reduction for the next plan year. Employees who are interested in tobacco or nicotine use cessation should contact a Human Resources representative for more information.

TRAVEL

Applicability
This policy shall apply to all MBCG officers and employees, including elected and appointed officials.

Authorized Travel and Expenses
Travel and related expenses shall be authorized when a traveler is engaged in the conduct of official MBCG business, which shall include the following:

1. Travel to and from the location of a conference, seminar, school or training program which is held either inside or outside the territorial limits of Bibb County and which enhances an officer's or employee's ability to complete their functions or duties.

2. Travel to and from any location to conduct operations of MBCG.

3. Travel to and from any location for the purpose of extraditing or transporting a prisoner as may be required by the courts.

Travel Requests, Approval and Reporting
All travel by department personnel requires prior approval of the department head or designee. It is, therefore, the department head's responsibility to remain within the travel allocation of the budget.

Travel Advances
A travel advance for travel related expenses may be made by written request on such forms as may be prescribed by the Finance Department. Such request should be made no less than seven business days prior to the date the advance will be needed. Travelers who fail to submit the advance request in sufficient time to receive an advance will be responsible for travel expenses and will be reimbursed after the travel event has been completed. Travel advance payments will be made in the form of a check and will not be available before two business days prior to the date costs will be incurred or departure is required. All efforts should be made to have travel advances paid in advance by check written directly to the traveler. No advance will be made for less than $25.00. For reimbursement of travel expenses of less than $25.00, the traveler must submit a travel expense report after the travel event has been completed.

Registration, lodging and transportation payments
Registration fees and fares for common carrier transportation should be paid by departmental purchasing cards whenever possible. If that is not an available option, then

those costs will be paid in advance by the Finance Department by check made payable to the vendor providing the service. The traveler shall be responsible for submitting the request for payment (along with the registration form, invoice or bill) in sufficient time for the payment to be processed and mailed prior to any deadline. Whenever possible, lodging accommodations should be paid for in advance in the same manner as registration fees and fares for common carrier transportation.

Reimbursement of expenses and final settlement of advances
If the sum advanced to a traveler exceeds actual reimbursable expenses, the traveler shall reimburse the excess to the MBCG Cash Manager in the Finance Department. If the amount advanced was not sufficient to cover the reimbursable expenses or in cases where the traveler used personal funds to pay travel expenses, a voucher will be processed to cover the difference.

Travel expense forms must be approved by the employee's supervisor and submitted to the Finance Department. Such requests and settlements shall be made on forms prescribed by the Finance Department. The forms must be signed by the traveler's department head. Expense forms should be submitted within three business days following the completion of travel or return to regular scheduled duties. All travel reimbursement requests should be included on the travel expense report. Any reimbursement due to the traveler will be made by check within five business days of receipt of the complete and approved travel expense form. Requests for reimbursement submitted after three business days may be denied.

Should a report for final settlement of advances not be filed within ten calendar days following the traveler's return to work, the traveler's name will be placed on a list which makes the traveler ineligible for future advances. When the reports are submitted, the traveler's name will be removed from the list and they will again be eligible for future advances. Should a final settlement of advances not be filed within fifteen calendar days following the traveler's return to work, the Finance Director shall be authorized to withhold any such cash advance or direct payment from the traveler's paycheck. Any expenses incurred over and above the advance will not be reimbursed after this period.

Documentation of Expenses
Receipts or other documentation shall be required for all expenses with the exception of the following: meals, toll charges and tips.

Allowable transportation expenses:

- **Common carrier**
  A common carrier shall be any scheduled airline, train, or bus and the authorized rate shall be limited to the minimum fare available – generally called "economy" or "tourist" class fares. Reservations should be made far enough in advance to permit

procurement of proper reservations and to take advantage of any special savings plans offered by the carrier.

- **Travel by Auto**
  A traveler driving either a private auto (including rental vehicles) or a MBCG-owned auto must possess a current valid Georgia driver's license. Travelers using privately owned vehicles must provide, at their expense, collision and liability insurance in at least the statutory minimum insuring themselves, their passengers, and others in the use of their private auto while on MBCG business.

  When more than one MBCG official or employee is attending an event, separate vehicle allowances will not be approved if one vehicle is sufficient for transportation, unless separate arrival and departure times are required by other MBCG business or approved by the department head. Thorough documentation of the circumstances requiring deviation from this policy must be submitted with the request for reimbursement.

  Travelers will be reimbursed for actual cost of incidental expenses incurred in the use of private, rental or MBCG-owned vehicles such as parking fees, bridge and toll road fees, etc.

- **MBCG-owned Vehicle**
  If the department for which the traveler works is assigned a MBCG-owned vehicle, the traveler should, if at all possible, use the MBCG-owned auto rather than their personal vehicle.

  If a MBCG-owned vehicle is used, the traveler will not be reimbursed for mileage, but will be reimbursed for the actual cost of purchased gasoline and oil. In addition, small emergency repair expenses such as flat tire, battery charges, fan belt replacement, etc. will be reimbursed, provided that appropriate receipts are furnished. Automotive breakdowns requiring repairs in excess of $200 should be reported to the appropriate department head for instructions.

- **Personal Auto**
  The use of private autos or rental vehicles for MBCG business will be reimbursed at the current IRS rate. Reimbursable travel expenses do not include trips from the traveler's place of residence to a MBCG building or vice-versa. Travelers electing to use a private auto in lieu of travel by common carrier, where common carrier is practical, will be reimbursed the vehicle mileage expense or the amount of Economy Air Fare, whichever is less. Travelers who elect to use a rental vehicle in lieu of travel

by common carrier, where common carrier is practical, will be reimbursed at the cost of the auto rental, not including mileage expense, or the amount of Economy Air Fare, whichever is less.

- **Ground Transportation**
  Ground transportation by taxi, bus, rental car, rideshare service, or limousine is an allowable expense when actually incurred in conjunction with common carrier transportation to and from terminals, hotels, restaurants, and meeting locations, if necessary. The most economical means of ground transportation should always be used.

- **Points of Departure and Return**
  The points of departure and return for travel status shall be either the office at which the employee carries out their duties or their residence; whichever is more practical under the circumstances. All travel should be by the most direct route. However, an expressway route which involves more total mileage may result in savings in personnel time and therefore would be considered the more direct route in most circumstances. Travel to restaurants and other locations after reaching the initial destination should be kept to a minimum. Reason and good judgment should be exercised in this determination. It will be the responsibility of the department head to monitor the reasonableness of mileage reimbursement requests.

- **Lodging**
  When lodging accommodations are not available at the conference or class site, travelers should choose the most reasonably convenient and economical hotel accommodations possible. Travelers requiring overnight accommodations should inquire about the hotel's government rate. The rate is usually lower than special conference or group rates, and always less than regular rates.

  When traveling within the State of Georgia, officials or employees can exempt both sales and local hotel/motel excise tax. When reserving accommodations, please inform the hotel staff that the accommodations will be paid for by MBCG so that they can accurately calculate the charges if an advance payment is to be made. Also, inquire as to whether the forms necessary to obtain this exemption should be sent with the advance payment or presented at the time of check-in. If the forms are to be sent with the payment, it shall be the responsibility of the traveler to attach these forms to the payment request. Forms may be obtained from the Finance Department.

  Reimbursement for lodging will cover only those nights during which an event occurs. If an employee arrives early or leaves late from an event, the MBCG will not pay for extra nights of lodging accommodation. However, if travel and event schedules require

that an employee arrive the evening before or leave the morning after an event, the MBCG will pay for reasonable extra accommodations.

Travelers sharing a room with a traveling companion (other than an authorized MBCG traveler) will be reimbursed for the single occupancy rate.

Travelers requesting additional amenities including, but not limited to, suites, kitchenettes or a fireplace will be reimbursed for the standard single room rate. Travelers must pay for additional amenities.

- **Meals**
  Travelers are allowed a per diem meal allowance while traveling on MBCG business. The per diem allowance is based on the IRS Standard Meal Allowance and varies depending on the particular city to which the traveler is traveling. The per diem rate for any city in the United States or internationally may be obtained from the department head or from the Finance Department.

  For partial days of travel, i.e. the first and last day of a trip that includes overnight stays, or for single-day out-of-county travel, the per diem allowance shall be 75% of the daily per diem rate for the destination city.

  Tips are included as part of the daily per diem allowance and will not be reimbursed as a separate expense.

- **Meals Within Bibb County**
  Expenses associated with meals for travelers to events occurring within the territorial limits of Bibb County may be reimbursed if one or more of the following conditions are met:

  A. The traveler attended a seminar or conference at which the meal is an integral part of the seminar;

  B. The traveler must participate in a meeting with an out-of-Bibb County individual or group whose principal purpose in Bibb County is to conduct business with MBCG. Extreme discretion should be used in spending travel funds for this purpose;

  C. There is a meeting involving an elected official who is devoting their time to conducting MBCG business.

The meal cost reimbursement for the above circumstances will not exceed the IRS per diem allowance rate for MBCG in effect at that time.

- **Registration Fees**

  Registration fees in connection with an authorized conference or training class shall be an allowable expense and payment shall be made by departmental purchasing card whenever possible, or, if a purchasing card cannot be used, by the Finance Department. The attendee shall be responsible for submitting the request for payment, along with the registration form, in sufficient time for payment to be processed and mailed prior to any registration deadline. If necessary, MBCG will issue a check payable as directed by the sponsor of the conference or training class.

  In unusual circumstances, travelers may take the check and deliver it at the time of the conference or pay the registration fee themselves and then request reimbursement on the travel expense form, if approved by the department head. Optional assessments such as special events or personal memberships which are charges in addition to the class or conference fees are not allowable expenses.

- **Communications**

  Telephone and facsimile messages directly pertaining to official MBCG business shall be an allowable expense. Claims for payment of such charges shall be itemized and shall include location, the person contacted, and the justification for the communication. One personal call to confirm the safe arrival of the individual shall be an allowable expense. Expenses for all other personal calls will not be reimbursed.

- **Tips and Gratuities**

  Tips and gratuities in conjunction with an authorized expense (other than meals) shall be allowable if they are determined to be reasonable by the Finance Director. The per diem meal allowance includes all tips and gratuities for meal expenses.

- **Parking Fees**

  Expenses for parking shall be allowable if documented by paid receipt, except however, that no payment shall be made for charges in connection with any illegal parking violation.

- **Credit Cards**

  Whenever allowable expenses are purchased or paid by the employee with a credit card, the receipt shall include an itemization of expenditures, or, in the alternative, a separate receipt must be obtained for each expense. A credit card receipt showing only an aggregate of charges, unless itemized, shall not constitute sufficient documentation and shall not be the basis for reimbursement of expenses.

- **Spouses**

  Reimbursable expenses for spouses include any registration fee in cases when spouses are invited to and considered part of the function or when protocol requires the attendance of spouses. Meals for spouses or traveling companions are not otherwise reimbursable.

- **Other Expenses**

  Upon justification, the County Manager may authorize reimbursement to travelers for expenses of the limitations prescribed in this policy where they find that the expenses were reasonable and proper under the circumstances.

- **Unallowable Expenses**

  The following expenses are specifically unallowable for payment:

  - Expenses incurred by any person other than the traveler unless otherwise provided for in this policy or prior written approval has been granted by the Finance Director.
  - Expenses for entertainment, including but not limited to in-room movies and mini-bars.
  - Alcoholic beverages.
  - Laundry service.
  - Personal articles, toiletries, souvenirs, etc.
  - Direct expenses for operating a personal vehicle, such as gasoline, oil, parts or repairs.
  - Travel and related expenses incurred from an employee's residence to their designated work site.
  - Any expenses for per diem allowances not required to ensure the employee's performance of official MBCG business. Scheduling or extending travel periods in order to increase per diem allowances is specifically not allowable.
  - Any expenses incurred that are unrelated to official government business or activities as determined by the Finance Director.

- **Distribution of Travel Policy**

  It is the responsibility of the department head or others approving travel for employees to ensure that the traveler reads and understands the travel policy prior to incurring any charges which they might expect to be reimbursed by MBCG.

- **Information and Forms**

  Employees or officials who have questions concerning this policy or the application of this policy should contact the MBCG Finance Department. The Internal Revenue Service ("IRS") schedule of per diem rates by location for meal expenses, along with the MBCG Travel Advance Requisition Form and MBCG Travel Expense Requisition Form, can be found on the MBCG website, under the tab for Finance Department—Finance Forms.

- **Final Authority**

  The County Manager has final authority for interpreting, applying, and considering any appeals from this policy.

WORKPLACE VIOLENCE AND CONCEALED WEAPONS

MBCG is committed to providing a safe environment for working and conducting business. MBCG will not tolerate acts of violence committed by MBCG employees or members of the public on MBCG property or between MBCG employees whether or not on MBCG property. Any unlawful violent actions committed by employees or members of the public while on MBCG property or while using MBCG facilities will be prosecuted as appropriate. MBCG intends to use reasonable legal, administrative, and disciplinary procedures to secure the workplace from violence and to reasonably protect employees and members of the public.

MBCG remains committed to providing a work environment that is free of violence or intimidation. MBCG operates under a policy of zero tolerance for violence or any conduct which threatens the safety of well-being of its employees and visitors to its facilities. Accordingly, acts of violence without legal justification will result in termination of employment. (*See Disciplinary Action, Section 4.01*.)

Threats or Acts of Violence

Threats or acts of violence include, but are not limited to, behavior or actions that a reasonable person would perceive as a threat against oneself, another person, or property. Persons who engage in actions or behavior that are sufficiently severe, offensive, or intimidating that they alter employment conditions will be subject to disciplinary action, up to and including termination of employment.

Procedures for Dealing With Threats or Acts of Violence in the Workplace

If a threat or violent act occurs:

- If the situation constitutes an emergency, CALL 911. If the situation constitutes an emergency and occurs in a MBCG building, CALL 911, then contact the County Manager. After 911 or the County Manager has been contacted, contact an immediate supervisor and the Human Resources Department at 478-751-2720 or 478-751-2721.
- If the situation does not constitute an emergency, contact your immediate supervisor, the appropriate department director, and the Human Resources Department at 478-751-2720 or 478-751-2721.

All reports of threats or violence will be evaluated immediately and appropriate action will be taken in order to protect employees and the public from further violence. Appropriate disciplinary action will be taken when it is determined that a MBCG employee has

committed an act of violence. Where MBCG employees exhibit such behavior, MBCG reserves the right, under the direction of the Director of Human Resources, to determine fitness for duty. Employees may be suspended with or without pay pending this fitness for duty evaluation.

Where issues of employee safety are of concern, department directors and supervisors should evaluate the workplace and make appropriate recommendations regarding a reasonable response. Additionally, supervisors are encouraged to consult with the Director of Human Resources or their designee concerning the appropriate resolution of instances of workplace violence. Each employee of MBCG and every person on MBCG property are encouraged to report threats or acts of physical violence of which they are aware.

Workplace violence without legal justification shall constitute a violation of MBCG policies and procedures. Violation by an employee of any provision of this policy will result in disciplinary action, up to and including termination of employment.

CONCEALED WEAPONS POLICY

MBCG Prohibits Weapons at the Workplace

This policy applies to all employees, except sworn, POST-certified officers and those personnel authorized under O.C.G.A. § 16-11-130(a). Employees subject to this policy are prohibited from possessing any weapons of any kind (concealed or otherwise) at the workplace, or while engaged in activities for MBCG, or at MBCG-sponsored events.

Weapons include:

- Guns;
- Knives with a blade longer than three inches, other than those knives or blades reasonably related to the performance of an employee's job duties;
- Mace;
- Explosives;
- Any object defined as a dangerous weapon by state or federal law; and
- Any item with the potential to inflict harm that has no common purpose.

This list is illustrative only, and not exhaustive. MBCG prohibits employees from possessing any weapon at the workplace, regardless of whether the employee has a concealed weapons permit or is otherwise authorized by law to possess, carry, or use the weapon. Violating this policy may result in discipline, up to and including termination of employment.

For purposes of this policy, the workplace is defined to include MBCG's buildings and outdoor work areas, but does not apply to public facilities accessed by employees when off-duty and acting solely in their private capacity. An employee may store a firearm for which the employee has a valid permit or is legally authorized to carry in a locked personal vehicle while parked in MBCG's parking areas. The firearm must be hidden from plain view or locked within a case in the vehicle.

Employees may not transport or store any firearms in employer-owned or -leased vehicles, even if the employee has a valid permit or is legally authorized to carry a firearm.

An employee who is prohibited by state or federal law from possessing or carrying a firearm may not store any firearm in their vehicle while parked in MBCG's parking areas.

Reporting Violations of This Policy

Under no circumstances should any employee take any unnecessary risk or compromise their safety by confronting an individual who may be carrying a loaded firearm or other deadly weapon. If you suspect an individual to be concealing a weapon in violation of this policy, do not confront the individual. Contact Code Enforcement instead and explain the reasons behind your suspicions. If you become aware of an imminent violent act or threat of an imminent violent act, immediately contact appropriate law enforcement, then contact Code Enforcement.

Your report should be as detailed as possible, including the names of all individuals involved and any witnesses.

MBCG will directly and thoroughly investigate all reports about concealed weapons and will take prompt corrective action, including discipline, if appropriate. MBCG reserves the right to contact law enforcement, if appropriate.

To maintain a safe work environment and prevent or investigate violations of this policy, MBCG reserves the right at all times to search or inspect employees' surroundings and possessions. This right extends to the search or inspection of clothing, offices, desks, credenzas, lockers, bags, briefcases, containers, packages, parcels, boxes, tool boxes, lunch boxes, and any employer-owned or -leased vehicles where weapons may be concealed. This right shall not extend to allow searches of employees' private vehicles, except where authorized under O.C.G.A. § 16-11-135.

Refusing to allow any search or inspection under this policy may result in discipline, up to and including termination. Nothing in this policy prevents MBCG from cooperating with or

providing access to law enforcement to search MBCG's premises including parking areas pursuant to a valid search warrant.

No Retaliation or Discrimination

MBCG prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting violations of this policy, reporting incidents of workplace violence of any kind, or cooperating in related investigations.

MBCG is committed to enforcing this policy. However, the effectiveness of these efforts depends largely on employees reporting any concealed weapons known to be or discovered in the workplace. Employees who become aware of weapons concealed in violation of this policy should report them immediately. If employees do not report concealed weapons, MBCG may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

MBCG does not discriminate against applicants or employees who legally own or use firearms, or employees who store their legal firearms in a locked personal vehicle in compliance with this policy.

Administration of this Policy

The County Manager is responsible for the administration of this policy. Only the Mayor or County Manager are authorized to make exceptions to this policy, and any exceptions made must be in writing. If you have any questions regarding this policy or if you have questions about concealed weapons that are not addressed in this policy, please contact the County Manager.

ALCOHOL AND DRUG-FREE WORKPLACE

PURPOSE AND GOAL

MBCG is committed to providing a safe, healthy, and secure work environment for all of its employees; fostering the well-being and health of its employees; ensuring that all employees perform their job duties in a safe, efficient, and productive manner; ensuring that its equipment and facilities are maintained and utilized appropriately, so as not to pose a risk of harm; and, protecting the health, safety, and welfare of citizens, visitors, and persons who interact with MBCG employees during the course and scope of their employment.

The intention of this policy is to eliminate substance abuse and its effects in the workplace. This commitment is jeopardized when any MBCG employee illegally uses drugs on or off the job; comes to work under the influence of drugs or alcohol; possesses, distributes, or sells drugs in the workplace; or abuses alcohol on the job.

Therefore, MBCG has established the following policy to address drug and alcohol abuse:

APPLICATION

Unless otherwise provided, this policy applies to all employees of MBCG, applicants for employment who are offered positions with MBCG, applicants for safety-sensitive positions with MBCG, volunteers, interns, contract employees, and contractors when they are on MBCG property or when conducting any MBCG business in any location. This policy also applies during off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors, and contract employees are governed by this policy while on MBCG premises and will not be permitted to conduct any MBCG business if found to be in violation of this policy.

MBCG is dedicated to assuring fair and equitable application of its alcohol and drug-free workplace policy. Supervisors, managers, and department heads are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor, manager, or department head who knowingly disregards the requirements of this policy or who is found to deliberately misuse the policy in regard to subordinates shall be subject to termination.

DEFINITIONS

1. “Alcohol” includes any beverage or substance containing alcohol manufactured for the primary purpose of personal consumption or as defined in 49 C.F.R. Part 382. The concentration of alcohol is expressed in terms of alcohol per 210 liters of breath as indicated by an evidential breath test.

2. “Illegal Drugs” refers to marijuana, cocaine, amphetamines, methamphetamines, opiates (including heroin and codeine), phencyclidine, and all other “controlled substances” as defined in Title 16 of the Official Code of Georgia Annotated or 49 C.F.R. Part 382. Use of any illegal drug or any substance identified in Title 16 of the Official Code of Georgia Annotated or 49 C.F.R. Part 382 is prohibited at all times unless a legal prescription has been written for the substance.

3. “Over-the-Counter Medications” includes any substance which does not require a prescription but which has the capacity to affect a person physically, mentally, or emotionally, or which could otherwise affect a person’s ability to safely perform any essential job function.

4. “Prescription Drugs” means any substance which is attainable only by lawful prescription from a physician or other authorized medical provider. A lawful prescription must include the patient’s name, name of the substance, quantity and frequency of administration, and the period of authorization.

5. “Safety-Sensitive Employees” are those employees who perform safety-sensitive functions, including but not limited to the use of dangerous equipment which may cause serious injury or harm to the operators or others, or a position which involves duties, functions, or situations which have the potential of causing serious injury or harm to the employee or others. Safety-sensitive positions include, but may not be limited to positions which perform any of the following:

    a. Any duty related to inspecting equipment, structures, or operations, the failure of which would have a reasonable risk of causing injury or death to any person or causing extensive property damage;
    b. Driving or operating, in any manner, a motor vehicle;
    c. Driving or operating, in any manner, a commercial motor vehicle;
    d. Loading or unloading a vehicle, supervising or assisting in the loading or unloading, remaining in readiness to operate a vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
    e. Repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle;
    f. Maintenance of any motor vehicle or motorized equipment;
    g. Operating or maintaining any tools or equipment which, if used or maintained carelessly, has a reasonable risk of causing injury or death to any person or causing extensive property damage;
    h. Modification, maintenance, or repair of any electrical wiring or electrical

systems; fire suppression systems; HVAC systems; plumbing systems; security systems; computer network systems; or similar building systems;

i. Maintenance of any traffic signs, signals, lights, or other traffic control devices;
j. Maintenance and custodial functions which, if performed carelessly, has a reasonable risk of causing injury or death to any person or causing extensive property damage;
k. Emergency dispatch personnel;
l. Security personnel;
m. Law enforcement, code enforcement, and firefighting personnel;
n. Any employee whose job duties require a commercial driver's license;
o. Employees who work closely with families and children of Macon Bibb County; and
p. Any other employee who, in the opinion of their department head or the county manager, is performing duties which, by their nature, pose a risk to the health and safety of any person, or to cause undue property damage, including risks that are heightened in the event an employee's mental faculties are impaired or the employee behaves in a careless manner.

PROVISIONS

1. **Authorized Prescribed Medicine**

The use of physician-prescribed or over-the-counter medications and drugs will not be, per se, a violation of this policy. However, any employee who is taking any medication or drugs which could interfere with the safe and effective performance of duties or operation of vehicles or equipment shall notify their supervisor before beginning work. Failure to do so may result in disciplinary action, including termination. If there is a question regarding such employee's ability to safely and effectively perform assigned duties, pre-clearance from a physician will be required.

2. **Prohibitions**

The following conduct is expressly prohibited, and violations shall result in disciplinary action, which may include termination. Where criminal activity is suspected, Macon Bibb County law enforcement shall be notified.

a. Unauthorized use, consumption, possession, manufacture, growth, distribution, dispensation, or sale of controlled substances or illegal drugs or drug paraphernalia on MBCG premises, in MBCG-supplied vehicles, in

any MBCG work area, or while wearing a MBCG uniform or insignia.

b. Unauthorized use, consumption, possession, manufacture, distribution, dispensation, or sale of alcohol, while on duty, on MBCG premises, in MBCG-supplied vehicles, in any MBCG work area, or while wearing a MBCG uniform or insignia.
c. Being under the influence of an unauthorized or controlled substance or illegal drug or alcohol, while on duty, on MBCG premises, in MBCG-supplied vehicles, or in any MBCG work area.
d. The use or possession of alcohol or illegal drugs off MBCG premises and while not on duty may be cause for discipline where such conduct can be shown to have a direct and material adverse impact on MBCG's interests, including public image.
e. Reporting to work or engaging in any work activity whatsoever on behalf of MBCG in a condition which could pose a threat of harm to the employee or other person, or reporting to or engaging in any work on behalf of MBCG in a condition which could impair the ability to satisfactorily perform any essential function of the job due to the use of drugs or misuse of alcohol.
f. A conviction of an employee for the sale of or possession with intent to sell illegal drugs at any time or place is cause for immediate termination.
g. Storage in a locker, desk, automobile, or other repository on MBCG property of any illegally-used drug, controlled substance, drug paraphernalia, or alcohol whose storage is unauthorized.
h. Switching or adulterating any sample.
i. Refusing to consent to or submit a breath, urine, hair, or blood sample for testing, or refusing to undergo a drug or alcohol test, which may include an inability to provide a sufficient urine specimen, saliva sample, or breath sample without a valid medical explanation; a verbal declaration of refusal to undergo a drug or alcohol tests; obstructive behavior; or, physical absence resulting in the inability to conduct the test.
j. Failure to notify, in writing, MBCG of any arrest or conviction under any drug or alcohol statute for a violation occurring in the workplace, in accordance with Section 6.01 of this manual.
k. Abusing or misusing prescription drugs or over-the-counter medications, which includes but is not limited to the use, possession, sale, or solicitation for the purpose of purchase or sale of any prescription medication for which the employee lacks a valid prescription.
l. Failure to notify a supervisor of the use of a prescription drug which may alter the employee's behavior or physical or mental ability. If an employee obtains a performance-altering prescription, the employee must also obtain a written release from the attending physician which states that the

employee can perform their job duties safely while using the medication as prescribed.

m. Refusing to sign a statement agreeing to abide by MBCG's Alcohol and Drug-Free Workplace Policy, and any other forms required during any testing process.
n. Hindering, obstructing, or refusing to cooperate or participate in any investigation involving suspected violations of this policy, including but not limited to providing false, misleading, or incomplete information in response to any inquiry from a supervisor related to a suspected violation of this policy.
o. Hindering, delaying, or obstructing a drug or alcohol test, including but not limited to tampering with a sample or interfering in any way with the chain of custody; providing false information in connection with a test; or, falsifying test results through tampering, contamination, adulteration, or substitution. Any employee who is suspected of false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed specimen collection.

Any employee reasonably suspected of violating any of these provisions shall be suspended from their job duties pending an investigation and verification of condition, and will be subject to alcohol and drug testing.

3. Medical Marijuana

a. Notwithstanding any other provision in this policy concerning medically prescribed substances, no employee working in any safety-sensitive position shall be allowed to use, consume, possess, transfer, display, transport, purchase, sell, or grow marijuana in any form, including low-THC oil, or any cannabinoid or THC analogue (including hashish, Delta-8 THC, Delta-9 THC, and CBD), either while on duty, or off-duty, or to have any detectable amount of cannbinoid metabolites in such employee's system while at work.

No employee working in a safety-sentitive position shall be entitled to any accommodation under the Americans with Disabilities Act that allows the use of marijuana, THC, or any other cannabinoids either while on or off duty, or that allows for any exception to the general prohibition against having any detectable amount of cannabinoid metabolites in such employee's system while at work. Employees violating this policy shall be subject to disciplinary action, up to and including involuntary reassignment to a non-

safety-sensitive position or termination.

b. For employees in non-safety-sensitive positions, it is generally a violation of policy to use, consume, possess, transfer, display, transport, purchase, sell, or grow marijuana in any form, including low-THC oil, or any cannabinoid or THC analogue (including hashish, Delta-8 THC, Delta-9 THC, and CBD), either while on duty, or off-duty, or to have any detectable amount of cannbinoid metabolites in such employee's system while at work. Employees violating this policy shall be subject to disciplinary action, up to and including termination.

4. Drug and Alcohol Treatment

a. An employee who voluntarily identifies themselves as a user of drugs or abuser of alcohol prior to being asked or required to take a drug or alcohol test will not be subject to disciplinary action if the employee seeks immediate assistance and treatment through MBCG's Employee Assistance Program or a similarly available treatment program.
b. Failure to comply with all requirements of a treatment program, or continued use of drugs or alcohol during or after completion of such a program, will result in an appropriate disciplinary action if such use results in a violation of this policy.
c. Nothing in this policy is intended to discriminate against any person on the basis of addiction to drugs or alcohol or on the basis of an individual's medical history of addiction to drugs or alcohol pursuant to the Americans with Disabilities Act (ADA). However, MBCG reserves the right to take into account, for purposes of employment or disciplinary action, any history of criminal activity related to such use to the extent that such may lead to disqualification from employment.

5. **Searches**

a. MBCG reserves the right to search for evidence of prohibited conduct at any time and without notice or employee consent of all areas and property, real or personal, which are owned or controlled by MBCG or where MBCG has the right to control, including joint control with an employee. Such areas and property include, but are not limited to MBCG-owned or leased or controlled buildings, parks, land, motor vehicles, desks, lockers, files, or storage containers.
b. With respect to personal property not owned or controlled by MBCG, but

which is in the possession or control of the employee on MBCG premises or located in a MBCG-supplied vehicle or in a MBCG work area, and where any supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of alcohol or drugs, and where alcohol or drugs are suspected to be inside such personal property, the employee may be ordered to submit said personal property to a search. Such may include orders to unlock and open vehicles, tool boxes, lunch boxes, lockers, etc., and to turn inside out clothing pockets and billfolds, purses, envelopes, sacks, etc. The refusal of the employee to comply with such order may be cause for discipline, including termination.

6. **Testing**

A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 C.F.R. Part 40, as amended.

a. **Pre-Employment Testing**:

Applicants for all positions of employment with MBCG must undergo a pre-employment physical, which will include drug testing, after a conditional offer of employment has been extended, but before the employee is placed on payroll. This requirement also applies to seasonal employees, interns, and any other persons who will be working in any MBCG facility. A negative drug test is a prerequisite for employment with MBCG. Failure of a pre-employment drug test disqualifies an applicant for employment with MBCG.

b. **Pre-Employment, Promotion, or Transfer to Safety-Sensitive Positions Testing:**

i. MBCG shall require, as part of the employment process, that all applicants for initial employment for, or appointment or promotion or demotion or transfer to any safety-sensitive positions must submit to a pre-employment drug and alcohol testing in order to determine the individual's suitability for employment or appointment. The results of such testing will be revealed to the applicant and the applicant will be allowed to request a confirmatory test. Such retest shall be coordinated by the Human Resources Department and shall be performed on the original specimen provided by the applicant and shall be at the applicant's expense. Additionally, the applicant shall

be given an opportunity to explain or to provide a bona fide verification of a valid current prescription for any drug identified in the drug test. The applicant will be informed if the reasons for rejection for employment or appointment include the results of the testing.

ii. An employee who tests positive for alcohol or drugs will be in violation of this policy and may be subject to disciplinary action, including termination. An applicant who tests positive shall not be hired. Refusal or failure of an employee or applicant to submit to the test will be cause for rejection of the appointment or employment of such applicant, and shall be a basis for disciplinary action, up to and including termination, for current employees.

c. **Regular Physical Examinations**:

Whenever MBCG's standard policy requires an employee in a safety-sensitive position to undergo a physical examination, that examination may include a breath, saliva, urine, or blood tests for alcohol and drugs. Opportunity for confirmatory testing shall be provided as set in this policy. An employee who tests positive for alcohol or drugs during such a physical exam will be in violation of this policy. Refusal or failure of an employee or applicant to submit to the test will be cause for disciplinary action, up to and including termination, for current employees.

d. **Accidents Resulting in Property Damage**:

i. Any employee who is involved in a motor vehicle accident while operating a MBCG vehicle or equipment or any job-related motor vehicle accident or any other accident which results in property damage will be required to submit to drug and alcohol testing. The employee will be taken to a collection site to provide the required test specimen as soon as possible after the accident.

ii. An alcohol test should be completed within two hours of the accident or report of injury but no more than eight hours after the accident or report of injury. A drug test should be completed within eight hours of the accident or report of injury but no more than thirty-two hours after the accident or report of injury.

iii. All cases involving post-accident testing must be immediately reported in writing to Risk Management and Human Resources.

iv. The record of the test results shall be included with the report to Risk Management and Human Resources. The facts underlying the

determination to require testing shall be disclosed to the employee at the time the order is given.

v. An employee who tests positive for drugs or alcohol as a result of such testing will be in violation of this policy. Opportunity for confirmatory drug testing shall be provided as set in this policy.

e. **Other Post-Accident Testing:**

i. When an employee is involved in an on-duty motor vehicle collision or an off-duty motor vehicle collision while operating a MBCG vehicle, or is injured during the course of their employment, alcohol and drug testing will be performed.

ii. An alcohol test should be completed within two hours of the accident or report of injury but no more than eight hours after the accident or report of injury. A drug test should be completed within eight hours of the accident or report of injury but no more than thirty-two hours after the accident or report of injury.

iii. The Supervisor or Department Head shall require tests for injuries received on the job, but for which medical attention is not necessary.

iv. All employees who have been involved in an on-the-job accident, injury, or serious safety violation under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event shall be required to submit to a drug and alcohol test. “Involved in an on-the-job accident or injury” means not only one who was injured, but also any employee who potentially contributed to the accident or injury event in any way.

v. An employee who is required to submit to a test after an on-the-job injury will be escorted to a testing site as soon as practical within the parameters set forth in Section ii above.

vi. An employee who refuses to provide a testable sample as required within the time set forth in this policy shall be advised by Risk Management or Human Resources in writing that such a refusal may result in the forfeiture of all compensation to which the employee may be entitled under the Workers’ Compensation Laws of the State of Georgia, and may affect the approval of leave benefits offered by MBCG. Such refusal shall constitute a violation of this policy, and shall result in disciplinary action up to and including termination.

vii. Pursuant to Georgia’s Workers’ Compensation laws, if the amount of alcohol in the employee’s blood within three hours of the time of an alleged accident, as shown by chemical analysis of the employee’s

blood, urine, breath, or other bodily substance, is 0.08 grams or greater, there shall be a rebuttable presumption that the accident and injury or death were caused by the consumption of alcohol. The amount of any alcohol found in the employee's blood at any time after the accident, however, may disqualify the employee from workers' compensation benefits.

viii. If any amount of marijuana or a controlled substance as defined in this policy, paragraph (4) of Code Section 16-13-21, Code Sections 16-13-25 through 16-13-29, Schedule I-V, or 21 C.F.R. Part 1308 is in the employee's bodily system within eight hours of the time of the alleged accident, as shown by chemical analysis of the employee's bodily substance test sample, there shall be a rebuttable presumption that the accident and injury or death were caused by the ingestion of marijuana or the controlled substance. The amount of any marijuana or controlled substance in the employee's blood discovered during any time frame, however, may disqualify the employee from workers' compensation benefits.

ix. This testing is performed in addition to any testing ordered by law enforcement authorities.

f. **Reasonable Suspicion Testing:**

i. Whenever a supervisor, Department Head, member of Human Resources, or member of Risk Management has a reasonable suspicion that any employee on duty or scheduled for duty is intoxicated or under the influence of alcohol or drugs, the employee may be ordered by MBCG to submit to a drug and alcohol test. Refusal of an employee to submit to the test will be cause for discipline, including termination.

ii. The Department Head or their designee shall be notified of the circumstances necessitating the test as soon as possible.

iii. The supervisor or Department Head shall fully document all appropriate witnesses as soon as possible.

iv. "Reasonable suspicion" is that quantity of proof or evidence that is more than intuition or strong feeling, but less than probable cause, and must be based on specific, objective facts or reasonable inferences drawn from facts that would cause a reasonable person to suspect that the employee is or has been using drugs or alcohol.

v. Such "reasonable suspicion" facts include, but are not limited to any one or more of the following:

1. Direct observation of prohibited drug or alcohol use;
2. Slurred speech;
3. Alcohol odor on the breath;
4. Unsteady walking and movement or other such physical appearance;
5. An accident involving MBCG property;
6. An on-duty motor vehicle accident;
7. Physical altercation;
8. Verbal altercation;
9. Lapse in cognitive abilities;
10. Aggressive, hostile, threatening, disruptive, or unusual behavior;
11. A report of prohibited drug or alcohol use as provided by a reliable and credible source;
12. Evidence that an employee diluted, tainted, tampered, or interfered with any test sample or test required under this policy, or that the employee attempted to do the same;
13. Evidence that the employee is involved in the use, possession, sale, solicitation, or transfer of prohibited drugs;
14. Drugs, drug paraphernalia, alcohol, or containers indicating the presence of drugs or alcohol observed or discovered in a location in which the employee had primary control or access, including but not limited to desks, lockers, equipment, machines, or vehicles;
15. Arrest or conviction for a drug-related offense in the workplace or during work hours;
16. Repeated or flagrant violations of MBCG's safety or work rules which are determined by a supervisor to pose a substantial risk of injury or property damage and which are not attributable to other factors and appear to be related to drug or alcohol abuse;
17. Tardiness or absence indicative of off-duty use of alcohol or prohibited drugs, which renders the employee unable or unwilling to perform duties.

vi. Any employee ordered to be tested based upon reasonable suspicion shall be immediately removed from duty, escorted to the testing facility, and taken home (unless other suitable arrangements have been made to transport the employee, including calling a cab). Under no circumstances will the employee be allowed to drive

themselves home. The employee shall turn in keys to a MBCG vehicle, building, or office, as well as their identification badge or any other property belonging to MBCG.

g. **Random Drug Testing**:

i. Employees identified below are subject to alcohol and drug testing on a random basis.

1. Safety-Sensitive Positions:

In order to ensure a safe working environment, promote employee efficiency, protect MBCG from liability, and protect MBCG's assets, other employees, and the public, individuals employed in safety-sensitive positions shall be subject to testing on a random basis.

2. Commercial Drivers:

Individuals employed as operators of vehicles or equipment requiring the Commercial Driver's License (CDL) shall be subjected to additional alcohol and drug testing on a random basis as required by 49 Code of Federal Regulations Part 382, as amended.

ii. Tests will be ordered on a random, unannounced basis from the pool of CDL and safety-sensitive employees throughout the year.
iii. A random number table or computer-based random number generator will be used to select employees for random drug and alcohol testing, thereby allowing each employee an equal chance of being tested each month.
iv. The percentage of employees in the CDL random testing pool to be selected for breath alcohol testing and the percentage of employees in the CDL random testing pool to be selected for substance abuse testing shall be determined by the United States Department of Transportation and the Federal Motor Carrier Safety Association's Random Testing Rates, published annually.
v. At least 2-10% of safety-sensitive employees per department will be selected and tested for alcohol and drugs each year.
vi. An employee's name will remain in the pool after being selected so that every employee will have an equal chance of being tested each

time selections are made. Therefore, it is possible that any employee who is randomly selected may be randomly selected again during the same year.

vii. A confirmed positive drug or alcohol test will result in termination of employment.

viii. The County Administrator or Risk Management or Human Resources shall ensure that all departments comply with all reporting and recordkeeping requirements of 49 Code of Federal Regulations Part 382, as amended.

h. **After-Care Testing**:

i. Employees in safety-sensitive positions returning to work from an approved, self-referred treatment program for drug or alcohol abuse will be subject to frequent, unannounced urine and breath testing following return to duty. Follow up testing will be performed for a period of one to five years with a minimum of six tests to be performed during the first year following return to duty.

ii. Employees who re-enter MBCG's work force following self-referral to a drug or alcohol treatment program or facility must agree to a re-entry agreement with MBCG. The agreement may include, but is not limited to:

1. A release to work statement from the substance abuse professional;
2. A negative test for alcohol and drug use;
3. An agreement to submit to unannounced and frequent follow-up testing for a period of one to five years with a minimum of six tests to be administered during the first year following return to duty;
4. Statement of work-related behaviors;
5. An agreement to follow specified after-care requirements with the understanding that violations of the re-entry agreement shall be grounds for termination of employment.

i. **Return to Duty Testing**:

Employees who are absent from work on any leave for thirty days or longer shall be tested for drugs immediately prior to returning to work and before performing any job duties. Any employee who tests positive for alcohol or drugs will be in violation of this policy and may

be subject to further disciplinary action, including termination. Refusal of an employee to submit to the test will also be cause for disciplinary action, including termination.

j. **Consent Testing:**

When any employee has consented to a drug or alcohol test, the consent must be signed by the employee and a supervisor from the employee's department or an authorized person from the Human Resources Department or Risk Management Department. This consent shall also include consent to the release of the test results to MBCG's Human Resources or Risk Management Department. Absent such signature, the testing provider will note on the form the individual's refusal and attempt to go forward with the test. Continued refusal by the employee constitutes failure to obey an order to submit to the test and is grounds for disciplinary action, including termination. The failure of an employee to provide a test specimen within two hours of the request at the test site is tantamount to a refusal. Refusal by an applicant to sign the consent form and be tested shall be grounds for rejection of the application.

7. Testing Procedures

a. Testing for the presence of alcohol or drugs may be conducted by analysis of breath, urine, hair, saliva, or blood.
b. In any situation in which the employee has been ordered to be tested or tests positive and the employee refuses assistance in leaving the building or property or insists on leaving in their own vehicle, supervisors or department heads must document the situation and, depending on the circumstances, contact the Macon Bibb County Sheriff's Office non-emergency line and provide the sheriff's department with the employee's name, vehicle description, and license plate number. However, if the employee is extremely agitated, violent, making threats of violence, leaves the premises in a MBCG vehicle, or if it is believed that the employee has violated the law, then 911 must be called.
c. The drug and alcohol analysis may test for alcohol or a controlled substance which could impair an employee's ability to safely or effectively perform the function of their job. Controlled substance means any drug listed in 21 U.S.C. 812 and other federal regulations and any "illegal drugs" as defined in the Definitions section of this policy. Generally, these are drugs which have a high potential for abuse. Such drugs include, but are not limited to

prescription medications, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids.

d. Lab reports or test results will not be placed in the employee's personnel record. This information will remain in a separate medical record that will be securely kept under the control of Risk Management or Human Resources. Test results will only be released by Risk Management or Human Resources to MBCG officials on a strictly need-to-know basis, to the tested individual upon request, and other persons required by law. Such release may also occur in case of the following events:

    i. The information is compelled by law or by judicial or administrative process, including disciplinary proceedings;
    ii. The information is needed as evidence in a disciplinary hearing involving the subject employee;
    iii. The information is needed to determine eligibility for employee benefits, including sick leave, disability pension, or retirement benefits; or
    iv. The information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

8. Drug and Alcohol Screen Analysis

a. **Alcohol**:

    i. For purposes of this prohibition, an employee shall be deemed to be "under the influence" of alcohol where a blood alcohol content by weight of alcohol exists in the person's blood exceeding 0.04 percent.
    ii. An employee may be found to be "under the influence" where blood alcohol content by weight of alcohol exists in the person's blood is less than the foregoing amounts and other competent evidence shows job performance or employee safety to be affected.
    iii. Pursuant to Georgia's Workers' Compensation laws, if the amount of alcohol in the employee's blood within three hours of the time of an alleged accident, as shown by chemical analysis of the employee's test sample, is 0.08 percent or greater, there shall be a rebuttable presumption that the accident and injury or death were caused by the consumption of alcohol. The presence of any alcohol found in the employee's test sample at any time after the accident, however,

may disqualify the employee from workers' compensation benefits.

iv. If any amount of marijuana or a controlled substance as defined in this policy, paragraph (4) of Code Section 16-13-21, Code Sections 16-13-25 through 16-13-29, Schedule I-V, or 21 C.F.R. Part 1308 is in the employee's test sample within eight hours of the time of the alleged accident, as shown by chemical analysis of the sample, there shall be a rebuttable presumption that the accident and injury or death were caused by the ingestion of marijuana or the controlled substance detected. The presence of any marijuana or controlled substance in the employee's blood discovered during any time frame, however, may disqualify the employee from workers' compensation benefits.

v. No employee in a safety-sensitive position shall perform their job functions within eight hours after using alcohol.

vi. Alcohol screening will be conducted using a federally approved testing device operated by a trained technician. An initial screening will be conducted first. If the initial test indicates an alcohol concentration of 0.02 percent or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test will be performed using a federally approved evidential breath testing device operated by a trained breath alcohol technician.

vii. Any tested employee with a confirmed alcohol concentration of 0.02 percent or greater but less than 0.04 percent will be removed from duty for 24 hours without pay. This removal from duty will be treated as an unexcused absence subject to termination of employment for a second offense. A confirmed alcohol concentration of 0.04 or greater shall constitute a positive alcohol test in violation of this policy and a violation of the federal requirements for safety sensitive employees set forth in 49 C.F.R. Part 654, and the employee may be subject to termination of employment.

b. **Drugs**:

i. The drug screen analysis will include those agents that most frequently are the drugs of abuse. The list will be subject to review and modification. Each drug screening may include a test for the following illicit narcotics or drugs:

1. Amphetamines (Benzedrine, Dexedrine, Methamphetamine, etc.);

2. Barbiturates (Seconal, Phenobarbital, Pentobarbital, etc.);
3. Benzodiazepines;
4. Cannabinoid metabolites (Marijuana, Hashish, THC, etc.);
5. Opiate derivatives (Heroin, Morphine, Codeine, etc.);
6. Cocaine metabolites (Benzoylecgonine, Ecgonine, Crack, etc.);
7. Phencyclidine (P.C.P. , etc.);
8. In any instance in which there is reason to believe an employee is abusing a substance other than what is listed above, MBCG reserves the right to test for additional drugs under its own authority using standard laboratory testing protocols.

ii. To ensure accuracy and fairness of the testing program, all testing will be conducted by medical personnel.

iii. Two types of drug tests may be employed: initial screening tests, often referred to as color tests; and confirmatory tests. Initial screening tests are designed to distinguish negative from presumptive positive samples. Confirmatory tests positively identify a drug or metabolite when preliminary or field tests indicate their presence. Drug screening technologies will include gas chromatography/mass spectrometry (GC/MS) analysis and may include other tests as follows:

1. Enzyme Immunoassay (EIA);
2. Radioimmunoassay (RIA);
3. Fluorescence Polarization Immunoassay (FPIA);
4. Intoxilyzer analysis (for alcohol);
5. Field tests such as Abuscreen® Assays.

iv. Thresholds have been established which set the limit at which a drug test may be called positive. Specimens containing the drug or metabolite below the threshold are identified as “negative.” All specimens identified as positive on the initial test shall be confirmed.

1. The initial and confirmatory drug test cutoff values promulgated by the Department of Health and Human Services (Federal Register, Vol. 53, No. 69, published April 11, 1988), and as amended, are hereby adopted as the cutoff values for this policy. These tests levels are subject to change by the Department of Health and Human Services as

advances in technology or other considerations warrant identification of these substances at other concentrations.

2. Threshold levels specified by the reagent manufacturers will be used for drugs or compounds not listed in the Federal Register, or specified by law.

c. **Acceptable Laboratories**:

i. Only laboratories currently certified to meet Subpart C of Mandatory Guidelines for Federal Workplace Drug Testing Programs (53 F.R. 11986) may conduct confirmatory drug tests.
ii. Chain of custody procedures will be followed and documented.
iii. Specimens found to be positive will be maintained (frozen) for one year, unless the laboratory is otherwise directed.
iv. An inadvertent failure to comply with a requirement of this protocol which does not render the test result unreliable shall not prevent MBCG from imposing disciplinary action, including termination, against the employee.

d. All positive drug results will be interpreted by a physician approved by MBCG as a Medical Review Officer (MRO) before the results are reported to MBCG. The MRO will make reasonable efforts to ascertain whether there may be a legitimate medical explanation for any positive test result by requesting information from the employee prior to administering the test.

e. Upon notification of a verified positive result for drugs, the employee may request that the remaining portion of their (original) split specimen undergo a second confirmation test at their expense at a different DHHS laboratory. If the test conducted at the employee's request is negative for the presence of drugs, a third test may be made at MBCG's sole expense at a separate DHHS facility of its choosing. The results of the third facility will be determinative. If the results from the third facility are negative, all prior positive tests will be disregarded and shall not be the basis for any disciplinary or adverse action.

f. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 C.F.R. Part 40, as amended. The employee's request for a split sample test must be made to the MRO within 72 hours of notice of the original sample verified result. Requests after 72 hours will only be accepted if the delay in the request was due to documented facts beyond the control of the employee.

g. MBCG will make reasonable efforts to notify the employee of a positive test

within five days from the date it receives the test results. Because the results of a breath alcohol test are immediately available, this provision will not apply to alcohol tests conducted in such a manner.

h. In the event that it is not reasonable under the circumstances to conduct an alcohol test based on a breath test, MBCG reserves the right to test for the presence of alcohol by a blood, or other recognized means of analysis. If this procedure is used, MBCG will make reasonable efforts to notify the employee of a positive test within five days from the date it receives the test results. An MRO will not be used when a blood test for alcohol is administered.

9. Program Administration:

a. Risk Management and Human Resources are responsible for the overall administration of the program.

b. Responsibilities are to:

i. Prepare a report outlining the number of tests given; the basis of the tests (random, pre-employment, post-accident, etc.); the results on a summary basis; and, the costs incurred in the program.

ii. Provide Department Heads with the names of employees selected at random to be tested.

iii. Assist Department Heads in the administration of MBCG's Drug-Free Workplace Program.

iv. Assist employees who voluntarily come forward to get assistance with any substance abuse problems by referring them to the Compliance Officer for accommodations analysis.

v. Receive the results of all drug tests and maintain the information in a secure file for a minimum of five years. When positive results are received, notify the appropriate Department Head. The Department Head will provide the person tested with an opportunity to explain the results prior to personnel action being taken.

vi. Designate collection sites and perform other actions necessary to implement this policy.

10. Consequences for Violation of this Policy:

a. All violations of this policy will be taken seriously, and will generally result in severe disciplinary measures, up to and including termination from employment and permanent ineligibility for rehire. Violations involving Safety-Sensitive Employees, workplace accidents which result in personal

injury to any person (including the violator) or damage to any property, or criminal charges or behaviors will be regarded as especially serious violations. Safety-Sensitive Employees who are not terminated may be involuntarily reassigned to a non-Safety Sensitive position, which may include a demotion or reduction in pay rate. In determining the appropriate consequence to impose for violating this policy, the department head imposing the consequence should consider the duties of the employee(s) involved, the circumstances of the violation, the type and concentration of drugs or alcohol involved, and any other information that they deem relevant.

b. One of the goals of the alcohol and drug-free workplace program is to encourage employees to voluntarily seek help with alcohol or drug problems. If, however, an individual violates this policy, the consequences are serious.
c. MBCG will allow all applicants and employees who test positive for alcohol or drugs the opportunity to explain the test results prior to taking an adverse action.
d. If an applicant tests positive for drugs or alcohol and is unable to provide a reasonable explanation for the result, MBCG may withdraw any offer of employment or terminate the applicant's candidacy, in the case of applicants applying for safety-sensitive positions, MBCG will not offer employment.
e. Violation of this policy may result in severe disciplinary action, including discharge for a first offense at MBCG's sole discretion.

11. **Confidentiality:**

All reports of test results for drugs and alcohol, searches, or any employee referral to or participation in an EAP program or treatment program for addictive disorders will be maintained in strict confidence. Any person authorized to have access to such confidential information who, without authorization, discloses it to another person shall have engaged in gross misconduct and shall be subject to severe disciplinary action up to and including termination of employment.

The confidentiality of such information shall not apply to any use by or communication to the office of the MBCG Attorney, or where the information is relevant to the MBCG's defense in an administrative or civil action. Such information may also be disclosed to the extent required by any federal, state, or local law, statute, ordinance or regulation. All personal health information shall be maintained in accordance with the Health Insurance

Portability and Accountability Act (HIPAA); access to such information shall be limited to individuals who need the information to process claims under a MBCG program, or to individuals for whom the employee has signed a release form and presented the form to the administrator of such program.

12. **Shared Responsibility:**

a. A safe and productive alcohol and drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.
b. All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.
c. In addition, employees are encouraged to:

    i. Be concerned about working in a safe environment.
    ii. Support fellow workers in seeking help.
    iii. Request information from Human Resources or Risk Management on alcohol or drug rehabilitation programs in the community.
    iv. Report dangerous behavior to their supervisor.

d. Supervisors' responsibilities are to:

    i. Assist Human Resources and Risk Management in informing employees of the Alcohol and Drug-Free Workplace Policy.
    ii. Observe employee performance.
    iii. Work with Human Resources or Risk Management to investigate reports of dangerous practices.
    iv. Document negative changes and problems in performance and to counsel employees as to expected performance improvement.
    v. Refer employees to Human Resources or Risk Management for information on alcohol or drug rehabilitation programs in the community and collaboration with the Compliance Officer on accommodations necessary to receive requested treatment.
    vi. Clearly state consequences of policy violations.

13. **Training:**

All employees will receive training on this policy upon hire at orientation, and as the policy is amended from time to time.

14. **Communicating the Alcohol and Drug-Free Workplace Policy:**

    a. All employees will receive a written or electronic copy of this policy.
    b. This policy will be reviewed in orientation sessions with new employees.
    c. All employees will receive an update of this policy when amended.

MACON-BIBB CONSOLIDATED GOVERNMENT

ALCOHOL- AND DRUG-FREE WORKPLACE POLICY

ACKNOWLEDGEMENT

I hereby acknowledge that I have received the Macon-Bibb Consolidated Government Alcohol- and Drug-Free Workplace Policy. I have carefully and thoroughly read this Policy. I agree, without reservation, to follow the policy and procedures. I understand I may be required to submit to an alcohol or drug test. I also understand that failure to comply with this policy will be a basis for discipline, up to and including termination and permanent ineligibility for rehire.

_____ _____

DATE EMPLOYEE'S SIGNATURE

_____

EMPLOYEE'S NAME (PRINTED)

CARE FOR MBCG EQUIPMENT

To aid in the performance of employees' job duties, MBCG provides certain equipment to employees, when and as needed, and consistent with the budgetary allocations approved by the County Commission.

Some of this equipment is large, specialized, or otherwise intended to be used by employees in common with other employees. This may include machinery, large tools, technology systems, or vehicles. Some of this equipment is small, or otherwise issued to a single employee. This may include items such as cell phones, laptops, tablets, radios, guns, cameras, tools, personal protective equipment, or other items.

In the course of each employee's employment, it is the responsibility of every employee to take care of all MBCG equipment that is made available for the use of that employee, or otherwise issued to that employee. Misuse, abuse, neglect, or negligent use of MBCG equipment can lead to workplace injuries or death, and the replacement or repair costs for misused equipment across MBCG are significant. The purpose of this policy is to require all employees to use reasonable care when handling or using MBCG equipment, and to return any issued equipment to MBCG upon separation from employment.

1. **General Policy:**

It is the general policy of MBCG that employees shall be responsible to pay for those costs associated with the loss, damage, destruction, or failure to return MBCG equipment to the extent allowed by law, and to the extent that such equipment is covered under this policy. Where allowed by law, the costs owed for loss, damage, destruction, or failure to return any MBCG equipment shall be calculated according to the terms of this policy.

2. **Equipment Covered Under This Policy:**

This policy shall include the following:

A. All equipment worth more than mere surplus or scrap value, which is knowingly or intentionally lost, damaged, destroyed, stolen, removed, or taken and not returned; and

B. All equipment valued at over $100.00, and which is lost, damaged, or destroyed through the intentional or knowing act or omission or gross negligence of any employee.

3. Equipment Not Covered Under This Policy:

Except as provided in Paragraph 2(A), above, this policy shall not include any of the following:

A. Any items or equipment which are consumable (for example, pens, paperclips, copier paper, fuel, ammunition), or which are not intended to be used for longer than one year, and which, in the aggregate, total less than $100.00 in value;
B. Any items or equipment which have been lawfully declared as surplus or scrap;
C. Any items given to any employee as a benefit of employment, with the express understanding that they would become the employee's personal property and not need to be returned (for example, shirts or tokens of appreciation given to commemorate a departmental or organizational event or personal achievement);
D. Any equipment which is lost, damaged, or destroyed through the ordinary use or mere negligence of any employee, including normal wear and tear; or
E. Any equipment which is improperly taken from MBCG but returned within five business days of the employee being instructed by a superior to return the item, or of the employee's date of separation, whichever is earlier.

4. Calculation Of Costs Owed:

If an employee's actions or omissions cause any equipment covered under this policy to be lost, damaged, destroyed, stolen, removed, or taken and not returned, then costs owed by that employee shall be calculated as follows:

C = Total cost to repair (if cost effective) or replace the equipment (estimated, if unknown)

A = Age of the equipment (estimated, if unknown)

L = Expected commercial useful life for new equipment of that type (estimated, if unknown)

N = Number of people responsible for the equipment costs being incurred

Total Costs Owed = C x (L-A)/L x 1/N

5. Collection of Costs Owed:

Costs incurred by employees under this policy may be collected through one or more of the following means:

A. Forfeiture of accrued annual leave or comp time, to be achieved by paying that employee wages equal to the employee's regular hourly wage for each hour of accrued time forfeited, withholding taxes in accordance with law, and then deducting the costs incurred on an after-tax basis;

B. Deduction of wages from a paycheck on an after-tax basis for any payouts of accrued leave of any kind made to any employee upon the separation of that employee from employment;
C. For FLSA Non-Exempt employees, deduction of wages from a paycheck on an after-tax basis, provided that deductions shall not be so great as to cause any employee's wages for any work week to fall below the prevailing legal minimum wage for both regular and overtime hours worked;
D. An invoice issued to the employee for payment, which may be paid according to mutually agreeable terms; and
E. In exceptional cases, referral of the debt to a collection agency.

6. Discretionary Waiver Of Excess Costs Owed:

If an employee has insufficient accrued leave or unpaid wages which can be withheld to pay for costs incurred under this policy, and the amount of the excess costs owed is so small that the burden of collecting would clearly exceed the amount owed, or if circumstances are such that the likelihood of collecting would be small, then the department head shall have the discretion to waive those excess costs without requiring repayment, if the costs are no greater than $2,500.00, or the Mayor or County Manager shall have the discretion to waive costs of any amount.

7. Employee Discipline Or Prosecution:

Nothing in this policy shall prevent MBCG from also disciplining or terminating any employee for their role in the events giving rise to the loss, damage, destruction, theft, removal, or taking in accordance with the disciplinary policies of MBCG. Nothing in this policy shall prevent MBCG from referring any matter to law enforcement for prosecution in the event that any actions which might give rise to the loss, damage, destruction, theft, removal, or taking of MBCG property constitute crimes under the laws of MBCG, the State of Georgia, or the United States.

WORKERS' COMPENSATION

SECTION I – GENERAL

A. Purpose:

To establish a guideline for the administration of workers' compensation benefits, applicable to all compensable occupational injuries and diseases arising out of and in the course of employment with Macon-Bibb County Government (MBCG), as defined under the Georgia Workers' Compensation laws.

B. Definitions:

1. Employee: Any individual employed by MBCG (not to include non-MBCG employees of elected officials, independent contractors or their employees, or specific groups as indicated in the Georgia Workers' Compensation laws) on a full or part-time basis and those individuals for which MBCG contractually accepts workers' compensation liability.

2. Compensable Injury or Illness: An injury or illness that arises out of and in the course of employment as defined by the Georgia Workers' Compensation laws.

3. Workers' Compensation System: Services, fees, and benefits that are required by law to be paid by MBCG in regard to a compensable job-related injury or illness.

4. Supplemental Benefit: The use of an employee's sick leave or annual leave to make up the difference between State mandated workers' compensation income benefits and the employee's normal gross salary. This benefit can be denied if the employee does not comply with MBCG rules, regulations, and procedures regarding workers' compensation.

5. Normal Gross Salary: For the determination of supplemental benefits, normal gross salary is based on the normal regular hours the job is based upon which does not include any additional hours, overtime, etc. (i.e., generally 40 hours per week).

6. Disability: The inability of an employee to assume their regularly assigned job after sustaining a compensable job-related injury or illness.

7. Panel of Physicians: A list of specific medical providers as defined by the Georgia Workers' Compensation laws whom MBCG has chosen to provide medical care for

compensable work-related injuries and illnesses. MBCG develops and maintains a panel in compliance with the Workers' Compensation laws.

8. Authorized Treating Physician: A medical provider that has been authorized by MBCG's Workers' Compensation program to manage the medical aspect of a compensable injury or illness. This medical provider may arrange for consultations and referrals with other medical providers as allowed under the Georgia Workers' Compensation laws.

9. Referral Physician: A medical provider in which the authorized treating physician has referred an employee for specific medical treatment for a compensable injury. A referral physician cannot make a referral to another medical provider.

10. Medical Dispensary: A medical facility utilized by MBCG in the management of workers' compensation cases.

11. First Aid: The immediate medical aid given to an injured or ill person before the services of an authorized treating physician is or can be secured.

12. Medical Emergency: A situation arising as a result of a compensable job-related injury or illness, in which an Employee is suffering from or at an imminent risk of loss of life, or serious or permanent bodily injury. This is an unforeseen occurrence or combination of circumstances which calls for immediate action or remedy. Once the emergency is over, the employee must conform to the panel of physicians for medical treatment and work status.

13. Maximum Medical Improvement: That point in an Employee's medical recovery which the authorized treating physician has determined is the maximum improvement to expect.

C. Applicability:

All MBCG employees as defined above.

SECTION II - RESPONSIBILITY

A) Employees:

1. Employees should be aware of and shall follow all rules, regulations, policies, and procedures regarding working safely and what to do when an injury or accident occurs.

2. An employee or their representative must give the employer (or the employer's agent, representative, foreman, or the employee's own supervisor) notice of the injury immediately on the occurrence of any accident, injury, or illness, or as soon thereafter as practicable. Failure to do so could result in the loss of benefits based on criteria established by the Georgia Workers' Compensation laws.

3. The employee is required to provide truthful and accurate information regarding any injury that they claim. Failure to do so can mean disciplinary action through MBCG's disciplinary process as well as through the State of Georgia Workers' Compensation system. Employees who knowingly submit false or fraudulent workers' compensation claims may also be referred to authorities for prosecution.

4. Those employees who are witnesses to a job-related injury will fill out a witness statement upon request. Refusal to do so or falsifying of information is cause for disciplinary action.

5. Any employee with information related to a workers' compensation injury or accident shall provide this information to Workers' Compensation personnel.

6. All employees shall cooperate with any investigation conducted by or at the request of Workers' Compensation personnel. Employees failing to cooperate are subject to disciplinary action.

7. Unless a true emergency exists, any employee suffering a workplace injury or accident shall first go to the Medical Dispensary for initial evaluation and for selection of a physician from the Workers' Compensation Panel of Physicians if medical treatment is required.

8. When the Medical Dispensary is closed (weekends, holidays, nights) and treatment of a compensable injury cannot wait, or in the event of an emergency or serious injury requiring immediate medical attention, the employee may seek treatment from an emergency medical facility or urgent care facility; however, the employee must follow up with the Medical Dispensary on the first day the Medical Dispensary is open to be set up with an authorized treating physician.

9. Employees shall attend all approved medical treatment.

10. Employees shall follow up through the Medical Dispensary after all doctor visits releasing employees to regular or restricted duty.

11. Employees released to work with restrictions shall report to their department for temporary light duty assignments. While the Medical Dispensary is qualified to evaluate the extent and duration of an employee's limitations, any instructions on the form or nature of any light duty assignment shall be treated as advisory only. Where a limitation is expected to last for 6 months or longer, then the employee's return to work shall be evaluated by the Compliance Officer according to the ADA Accommodations process.

12. Employees are responsible for notifying their department and supervisor of all medical appointments related to their compensable workers' compensation injury upon returning to work.

13. If an employee has any concerns regarding working with restrictions or temporary light duty assignments, the employee shall report to Workers' Compensation personnel or the Compliance Officer to address those concerns.

B) Supervisors:

1. Should assist an injured employee in getting medical treatment, including emergency medical treatment, if needed.

2. For routine accidents and injuries, supervisors should seek first aid treatment for an injured employee through the Medical Dispensary during normal operating hours and file required paperwork.

3. Remind employees of the workers' compensation procedures and processes, and put the injured employees in contact with the Worker's Compensation personnel.

4. If an employee goes to the emergency room for treatment of a compensable injury/illness, the supervisor should inform the emergency room staff that the injured employee is a MBCG employee, and that follow-up care must be through an authorized workers' compensation physician after the emergency treatment has ceased.

5. Inform the Department Head and Workers' Compensation personnel of an injury or illness or alleged injury or illness as soon as possible. Complete and file an injury report with Workers' Compensation personnel within twenty-four hours. If an employee is hospitalized or a death occurs, notification to the Department Head and Workers' Compensation personnel should be made immediately.

6. Assist Workers' Compensation personnel by conducting a thorough investigation and provide all information discovered or requested to Workers' Compensation personnel. This should be included with the initial report or sent separately to Workers' Compensation personnel within seven calendar days of the accident, injury, or illness. If there are issues or concerns, these should be quickly communicated to Workers' Compensation personnel.

7. Assist Workers' Compensation personnel in any additional investigations that are determined to be necessary.

8. Ensure that work assignments do not exceed the work restrictions given to an employee as a result of a compensable injury. If there are any questions about the kinds of work assignments or accommodations that should be given to an employee on work restrictions, then the supervisor should consult with Worker's Compensation personnel or the Compliance Officer.

9. Immediately report to Workers' Compensation personnel if an employee does not report to work when the employee has been released to regular or modified duty.

C) Department Heads:

1. Ensure that supervisors and employees know what to do when an accident, injury, or illness occurs.

2. Ensure that supervisors and employees follow correct procedures for reporting job-related accidents, injuries, or illnesses.

3. Ensure that an injured or ill employee is provided with first aid treatment or, if necessary, with emergency or urgent medical care.

4. Ensure that supervisors timely investigate job-related accidents, injuries, and illnesses, and report to Workers' Compensation personnel.

5. Assist Workers' Compensation personnel in investigating issues related to job-related accidents, injuries, and illnesses.

6. Where necessary, take appropriate steps to ensure that the cause of any accident, injury, or illness is corrected as soon as possible to prevent a recurrence.

7. Provide temporary light duty for employees that have been given temporary work restrictions. This should be done in consultation with the Worker's Compensation personnel and the Compliance Officer.

8. Cooperate with Workers' Compensation personnel and the Compliance Officer in returning employees with permanent work restrictions to a permanent position.

9. Coordinate with Workers' Compensation personnel on any disciplinary action regarding an employee who is out or on work restrictions due to a compensable work-related injury, provided that any such disciplinary actions should follow the ordinary procedures set out in Section 4 of this Policies manual.

D) Workers' Compensation Personnel:

1. Administer all aspects of the MBCG's Workers' Compensation Program to include but not limited to budget, medical treatment coordination, communication with medical providers, claims handling, legal issues, mediation, settlements, return to work, records, etc.

2. Continuously monitor all phases of the Workers' Compensation Program to ensure complete compliance with the Georgia Workers' Compensation laws and compliance with the purpose and intent of this guideline.

3. Work with departments in regard to workers' compensation, safety, health, loss control, and accident prevention.

4. Develop and maintain a valid panel of physicians in compliance with the Georgia Workers' Compensation laws.

5. Upon investigation of a claim where emergency or urgent medical treatment was provided, determine if the reason for emergency or urgent care is due to a compensable job-related injury or illness.

6. Ensure that employees, supervisors and department heads are regularly trained on and comply with procedures related to workers' compensation.

7. Coordinate the return-to-work status of MBCG's workers' compensation cases. Workers' Compensation personnel may seek advice and assistance from the authorized treating physician, rehabilitation specialist, Workers' Compensation attorney, Medical Dispensary, Human Resources Department, Department Heads, employees, and others as needed.

E) Medical Dispensary:

1. Provides first aid treatment to employees that have sustained a job-related injury or illness.

2. Assists employees in seeking emergency or urgent medical treatment.

3. Assists employees in seeking initial medical treatment from an Authorized Treating Physician for a compensable job-related injury or illness.

4. Must provide Panel of Physicians and Bill of Rights to employees if continued medical treatment is necessary.

5. Provides signed Panel of Physician, Bill of Rights and any other determined forms to Workers' Compensation personnel or provides access to such.

6. Informs Workers' Compensation in writing of all known job-related accidents, injuries, and illnesses.

7. Provides Workers' Compensation personnel with information regarding all visits to the Medical Dispensary related to compensable job-related injury or illness.

8. Provides documentation to employees to take to their departments regarding any work restrictions related to a compensable job-related injury or illness. Important: The Medical Dispensary can and should detail the specific physical and mental limitations under which an employee is operating, as well as how long those limitations should last. However, the Medical Dispensary should not be affirmatively asserting specific job changes or job duties that an employee with limitations should or should not be doing, except on an advisory basis only. The adaptation of an employee's job duties or assignments to fit the employee's limitations is reserved only to the employee's leadership, the Workers' Compensation personnel, and the Compliance Officer.

9. Provides Workers' Compensation personnel with documentation regarding drug and alcohol tests related to a job-related accident, injury, or illness.

10. Upon request, assists Workers' Compensation personnel with medical coordination and case management of MBCG's workers' compensation cases.

SECTION III – CLEARANCE TO RETURN TO WORK (WORKERS' COMPENSATION CASES ONLY)

A. For minor accidents, injuries, or illnesses that require no treatment from the Medical Dispensary, an emergency room, or an authorized physician, the employee may return directly to work after being cleared by the Medical Dispensary.

B. For minor accidents, injuries, or illnesses that require only minor first aid treatment through the Medical Dispensary, the employee will return to the department with clearance documentation from the Medical Dispensary establishing the ability to return to work.

C. For injuries treated by a workers' compensation authorized physician, the authorized treating physician will make a medical determination of the employee's return to work status, including the nature and duration of any medical or mental health limitations, and will give the employee written documentation. The employee will immediately take the return-to-work documentation to the Medical Dispensary. The employee will then return to the department with clearance documentation from the Medical Dispensary establishing the ability to return to work.

D. For injuries treated by an emergency room or urgent care facility, the employee must report to the Medical Dispensary as soon as practicable following emergency room or urgent care treatment. The Medical Dispensary will assist employees with the selection of and follow up with an authorized physician for determination of work status.

E. Should a question arise as to the employee's return to work status in relation to a compensable job-related accident, injury, or illness, the Medical Dispensary shall bring this to the attention of Workers' Compensation personnel, who will then make a determination as to the employee's return to work status.

F. If the Medical Dispensary is not open, the employee shall take the return-to-work documentation to their department and supervisor. The supervisor should allow the employee to work temporarily, based on the work status reported by the authorized treating physician. The employee will take the return-to-work documentation to the Medical Dispensary when the Medical Dispensary reopens.

G. Departments are required to give employees assignments within the work status and limitations provided by the authorized treating physician and the Medical Dispensary. If they have any questions, they should contact Workers' Compensation personnel and the Compliance Officer. A department should not send an employee home without approval from Workers' Compensation personnel, as doing so can greatly increase MBCG's liability regarding a workers' compensation case.

SECTION IV – RETURN-TO-WORK STATUS

A. Return-to-Work Status:

1. Regular Duty – Employee returns to the original job in the original department with no limitations affecting the employee's job.

2. Temporary Modified Duty – Employee has been given work restrictions that prevent the employee from being able to do all of their normal job duties. The department head and supervisor should coordinate with Workers' Compensation personnel and the Compliance Officer to identify appropriate assignments, placements, and schedules for employees on temporary modified duty, taking into account the length and nature of the employee's limitations. These restrictions are anticipated to resolve when the employee reaches maximum medical improvement. Employees should not be allowed to work overtime or additional hours without the approval of Workers' Compensation personnel.

3. Permanent Modified Duty – Employee reaches maximum medical improvement and has received permanent restrictions, which do not allow the employee to perform some or all of their normal duties. Anytime an employee's work restrictions exceed six months in duration, the employee's director and Workers' Compensation personnel should notify the Compliance Officer to begin the ADA interactive process to search for accommodations that can support the employee's continuing limitations. No employee will be entitled to a job modification that permanently eliminates any essential functions of their job. If an employee is unable to perform all essential functions of their job, with or without a reasonable accommodation, then they may be transferred to a new position, which may include a reduction in pay, or they may be separated from their employment.

B. New Permanent Job Assignment:

1. Workers' Compensation personnel, in consultation with the Compliance Officer, will review all vacant jobs within MBCG to determine if any are possibly suitable positions for employees or former employees that have reached maximum medical improvement and are unable to perform their normal duties due to a compensable on-the-job injury or illness. If a vacancy is determined to be a potential match, Workers' Compensation personnel and the Compliance Officer will notify the County Manager of the possible match and request that this job be held for possible reassignment of an employee that can no longer perform their normal job on a permanent basis, but could possibly perform the vacant job with or without some retraining. Upon approval, Workers' Compensation personnel will begin the process as required under Georgia Workers' Compensation laws to try to transition the employee into the vacant position. The normal job application process will not be

required, but if the vacant position is at a lower salary level, then the employee's salary may be adjusted based on their new duties.

2. If an employee is working light duty and it is determined that the employee has reached maximum medical improvement and there are no suitable jobs within MBCG, the employee may be allowed to remain in their current position for up to ninety days, from the date of determination while they work to assist the employee with transitioning into alternative employment or unemployment. Workers' Compensation personnel can alter the ninety-day window for several reasons, to include, but not be limited to, if it is determined that the employee is not doing their part in securing gainful employment, the employee secures a suitable position, transition to a suitable position is anticipated within a short period of time, or if the employee is having disciplinary issues, and may extend the window within reasonable limits where it is advantageous to MBCG to do so.

SECTION V – EMPLOYEE FAILURE TO REPORT FOR SCHEDULED WORK

An employee who has been cleared by their authorized treating physician to return to work either regular or light duty following a compensable job-related accident, injury, or illness should report to work on the next workday. By not doing so, the employee may be subject to disciplinary action, may lose the right to use supplemental benefits, or may lose their workers' compensation benefits.

SECTION VI – MEDICAL TREATMENT

A. An employee has the right to seek medical attention from anyone of their choosing. However, if the employee seeks medical treatment from a non-workers' compensation authorized treating physician, the employee shall be responsible for any and all medical bills, and any lost time will not be covered under MBCG's Workers' Compensation program.

B. MBCG will be responsible for the payment of usual, customary, and reasonable charges, subject to the Georgia Workers' Compensation Fee Schedule, of all medical treatment directly related to the treatment of a compensable injury or illness by an authorized treating physician that is required to effect a cure, give relief, or restore the employee to suitable employment as required by the Georgia Workers' Compensation laws.

C. If an employee goes to the emergency room or urgent care for treatment of a compensable accident, injury, or illness, the approved medical bills will be paid under workers' compensation. If it is determined that the use of the emergency room or urgent

care is not related to a compensable accident, injury, or illness, the resulting medical bills may be the responsibility of the employee and their personal health insurance.

D. In most cases, the medical provider will directly bill MBCG or its designated servicing agent. If an employee spends their own funds on a covered item, the employee has one year from the date of the service to notify Workers' Compensation personnel. Workers' Compensation personnel will assist the employee in getting reimbursed from the medical provider within that time frame.

E. If an employee seeks initial medical treatment from an emergency room, urgent care, or unauthorized medical provider due to circumstances which call for immediate action or remedy for a compensable workers' compensation accident, injury, or illness, the treatment will be covered until the need for immediate care terminates. The employee is required to follow up with a workers' compensation authorized treating physician at the first available time by going to the MBCG Medical Dispensary immediately or if not open the first day MBCG Medical Dispensary is open to select an authorized treating physician. Continued medical treatment by an unauthorized medical provider will not be covered under MBCG's Workers' Compensation program. In addition, time off from work that is not confirmed by a workers' compensation authorized treating physician will not be covered.

F. If an employee seeks unauthorized medical treatment on an emergency basis when their treating physician is available, the Medical Dispensary is available, or Workers' Compensation personnel are available to arrange for medical treatment, or in order to circumvent the authorized treating physician's determination, neither the medical treatment nor any time off will be covered by MBCG's Workers' Compensation program. Workers' Compensation personnel will make this determination with the assistance from others such as attorneys, authorized treating physicians, etc.

SECTION VII - COMPENSATION

A. Communication

Departments will notify Workers' Compensation personnel of any employee indicating injury leave on the employee's time documentation. Workers' Compensation personnel will review, verify, and notify the Department and payroll of the appropriate pay calculations.

B. Day of Injury

If an employee, with the permission of their supervisor or authorized workers' compensation treating physician, misses time from work due to a compensable accident, injury, or illness, the employee will be paid for the day of the accident, injury, or illness as if they worked their entire shift.

C. Additional Appointments and Days Out

If an employee is required to see a physician for follow-up appointments, physical therapy, or other doctor prescribed visits, these are covered time frames by MBCG. If it is a **scheduled day of work** and the **employee comes to work before and after the scheduled appointment**, MBCG will pay time covering 30 minutes before the appointment, the appointment time, and 30 minutes after the appointment. Any other deviations will require the employee to use their personal sick/vacation time. It is up to the department's discretion to request an appointment list and a time in and out sheet from the physician office. *If there are questions or issues with this portion of the policy, please reach out to Workers' Compensation personnel for assistance.*

If an employee is placed out of work for a compensable accident, injury, or illness by an authorized treating physician, the employee will receive workers' compensation benefits based on the Georgia Workers' Compensation laws. For any week in which the employee receives workers' compensation benefits (or, during the waiting period when the employee receives neither workers' compensation benefits nor pay from MBCG), the employee may use already-accumulated sick or annual leave. If the employee is out of sick leave, they can utilize annual leave to make up the difference between State mandated workers' compensation income benefits and the employee's normal gross salary. This benefit can be denied if the employee is not complying with MBCG rules, regulations, and procedures regarding workers' compensation.

D. Holidays

If an employee is placed out of work for a compensable accident, injury, or illness by an authorized treating physician during a MBCG holiday, the employee will be given holiday pay only if they either worked or took authorized paid leave (sick, vacation, or administrative) for the days immediately before and after the holiday. The employee's holiday pay will only be the amount necessary to make up the difference between the employee's normal pay and workers' compensation benefits. Even if only a few hours of a holiday are used on a day, the remaining holiday hours for the holiday cannot be used.

<u>Personal Injury/Sick Leave Bank/Donated Hours/Administrative Leave</u>. Employees cannot use the sick leave bank, donated hours, or administrative leave while they are receiving any workers' compensation salary benefits.

SECTION VIII – OTHER ISSUES

A. Health Insurance

Employees who are out on workers' compensation are still responsible for paying their health insurance premiums to keep their health insurance coverage in force for themselves and their dependents.

B. Drugs and Alcohol

Following a workers' compensation compensable accident, injury, or illness, or reporting of such for the purposes of claiming workers' compensation benefits, an employee shall submit to drug and alcohol testing in compliance with Georgia's Workers' Compensation laws and MBCG's policies. If an employee unjustifiably refuses to submit to drug or alcohol testing when directed, there shall be a rebuttable presumption that the accident, injury, or illness was caused by the consumption of alcohol or the ingestion of marijuana or a controlled substance. The result could be the loss of workers' compensation benefits. In addition, refusal to submit to a drug or alcohol test can be grounds for disciplinary action, up to and including termination.

C. Other Conduct

An employee will not be entitled to workers' compensation benefits where the employee's accident, injury, or illness is due to the employee's willful misconduct, including an intentionally self-inflicted injury, or growing out of their attempt to injure another, or for willful failure or refusal to use a safety appliance or perform a safety-related duty required by statute.

D. Criminal Penalties

A person making false statements or misrepresenting information in order to obtain or assist in obtaining workers' compensation benefits may be punished by fine or imprisonment per Georgia Workers' Compensation laws and regulations. In addition, an employee making false statements or misrepresenting information in order to obtain or assist in obtaining workers' compensation benefits may be subject to disciplinary action, up to and including termination.

E. Transfers

An employee that is transferred from one position to a suitable permanent position due to a compensable job-related injury will be done as close to the employee's pay as possible.

F. FMLA (Family Medical Leave Act)

1. This is written notice from MBCG that an employee's FMLA leave entitlement will run concurrently with the employee's workers' compensation absence from work due to a compensable work injury or illness.

2. Where an employee is receiving workers' compensation income benefits, there will be no substitution of accrued paid, vacation, personal, or sick leave for FMLA leave except to supplement workers' compensation benefits.

Workers' Compensation personnel will notify the Human Resources FMLA designee that an employee has gone out on workers' compensation and when the employee returns to work from being out on workers' compensation.

EXHIBIT F

DISCIPLINARY AND NON-DISCIPLINARY PERSONNEL ACTIONS

It is the philosophy of MBCG that effective supervision, employee relations and commitment by employees to adhere to Macon-Bibb County and department policies in conscientious performance of job duties will avoid most matters which necessitate disciplinary action. Supervisors and managers are encouraged to work with Human Resources staff for guidance and assistance in applying disciplinary action. The purpose of Macon-Bibb County and departmental policies, and for disciplinary action imposed for infraction of such policies, is to ensure the rights of all and to secure cooperation, productivity, safety, and orderliness throughout the County for the benefit of the citizens and taxpayers of Macon-Bibb County.

This written disciplinary action policy, and the guidelines and forms of disciplinary action detailed herein, shall not limit, in any way, the absolute discretion of the authorized department head, supervisor, or other official to terminate employment at will except as otherwise limited by law, nor shall the opportunity to impose disciplinary action, up to and including termination of employment, be interpreted as creating a requirement for the specific reason for termination.

Employees of independent elected officials work at the pleasure of the elected official. Employees of Constitutional officers and independent elected officials are not covered by this policy unless the official in whose office they are employed has opted in to full coverage for their employees under this Manual by execution of an Election Form by an Elected Official contained herein. If any employee of a Constitutional officer or independent elected official desires to determine whether a particular official has opted in to this Manual, he/she may do so by contacting the MBCG Human Resources Department.

Sworn Bibb County Sheriff's Office personnel covered under the Bibb County Police Civil Service System and Board, created by an act of Georgia Law, as outlined in the MBCG Code of Ordinances.

Employees who are members of the Mayor's executive staff, including all department heads, are not covered by this policy, and shall work at the pleasure of the Mayor.

A. **Disciplinary Action** Disciplinary action shall be taken as expeditiously as possible and as soon as a final determination is made that a violation has occurred. This normally should not require more than five (5) days after the occurrence is established or after a determination is made that discipline is to be based on multiple disciplinary actions which have occurred over a five-year period of time. If disciplinary action is delayed for administrative review or investigation purposes, the employee should

normally be notified and advised that the imposition of disciplinary action is being considered. Notwithstanding anything in this Section 4.01, the failure to adhere strictly to the timing provisions herein, or to any other formalities as to form or notice shall not be a basis for invalidating any disciplinary action taken.

B. **Probationary Employees** Any former distinction between probationary and non-probationary employees under any prior version of this manual is hereby abolished. All employees of MBCG shall be considered "work at will" employees and both MBCG and the employee shall have the mutual right to terminate the employment relationship at any time, with or without notice, and with or without cause.

C. Purpose The purpose of this disciplinary action policy is to provide general, nonbinding guidance for administration, department heads, managers, and supervisory employees in the discipline of any subordinate employees. Nothing in this section should be construed as giving any employee any protected interest or right in their job or in receiving any particular form of process in the event of a disciplinary or non-disciplinary change of job status.

D. **Forms of Discipline** Department heads shall have the following options for addressing employee misconduct or taking disciplinary action, including the option to impose more than one form of discipline:

1. Non-disciplinary or disciplinary corrective counseling or referral to training;

2. Documented warning or reprimand;

3. Immediate removal from the workplace for the rest of the day without pay;

4. Reduction of compensation/rank within the range provided in the pay plan;

5. Suspension without pay for up to 10 working days;

6. Temporary or permanent reassignment to a new job position, job location, shift, or schedule, which may be a position at a lower pay grade, or in a different department or sub-departmental unit;

7. Temporary or permanent reduction of hours, including from full-time to part-time;

8. Forfeiture of accrued sick, annual, or other paid leave hours;

9. Demotion of one or more pay grades;

10. Termination of FLSA-Exempt status, if applicable;

11. Termination of employment;

12. Limitation on eligibility for rehire; or

13. Any other form of employee discipline that is proportionate to an employee's misconduct or reasonable in light of the circumstances.

Department heads may delegate authority to assistant department heads, managers, and supervisors as needed, to impose discipline under Options 1, 2, or 3, above, or to recommend higher degrees of discipline to departmental leadership. However, only department heads, or, if authorized, assistant department heads, may impose discipline under Options 4 through 13, above. For purposes of this manual, those methods of discipline provided in Options 1, 2, and 3, shall be referred to as "non-reviewable disciplinary action," while those methods provided in Options 4 through 13 shall be referred to as "reviewable disciplinary action."

No department head or assistant department head shall be authorized to impose any reviewable disciplinary action unless the proposed action is first reviewed by the personnel action review team, as provided herein. Department heads or authorized assistant department heads proposing reviewable disciplinary action may, in their discretion, place the subject employee on paid administrative leave for a period of up to 40 working hours for general employees, or 72 working hours for firefighters to allow time for the personnel action review team to review the matter.

In addition, any employee accused of any threats or acts of violence, sexual assault or misconduct, misconduct involving minors or vulnerable members of the community, abuse of a position of trust, fraud, theft, or compromising physical or technological security systems, shall be placed on indefinite administrative leave until the personnel action review process is completed. Only the first 40 working hours for general employees, or 72 working hours for firefighters shall be given as paid administrative leave, and employees who must remain on leave beyond that time will be required to either take unpaid leave or use accrued annual leave in order to receive pay until they are permitted to return to work. In the event that a suspension from employment is imposed, any days taken as unpaid administrative leave shall be counted towards the days served on such

suspension. In the event that circumstances do not allow the employee to return to work for more than six months, then that employee shall be administratively terminated as of the last day of the sixth month following their last working day, but may reapply to work for MBCG again in the future if permitted under the MBCG Rehire Policy.

E. Example Grounds for Discipline

The categories of offenses set forth below are not to be considered absolute, but as guidelines dependent on the severity of the offense and the employee's past record of job performance and disciplinary measures. The lists represent some, but not all, offenses which will result in disciplinary action. Employees may also be subject to disciplinary action notwithstanding the fact that the acts which violated the policies of MBCG occurred while the employee was away from the job site or off-duty, if the effects or impact of the employee's actions are suffered by MBCG or any of its operations or employees. The personnel action review team will assist supervisors and department heads in investigation of incidents and in determining the appropriate disciplinary action to be applied.

Employees may be subject to disciplinary action for any conduct which consists of, causes, or contributes to any of the following:

1. **The unreasonable failure of any employee to meet expected standards for working as scheduled, provided that absences or partial absences for which an employee is granted leave under the Family Medical Leave Act or pre-approved annual leave shall not be counted for purposes of enforcement of MBCG's attendance policy including without limitation:**

    a. Failure to work assigned hours, including overtime, and including working overtime without permission of the supervisor or manager;

    b. Taking more than the specified time for meal, break, or rest periods;

    c. Taking breaks or rest periods at unreasonable or unapproved times, or at times which impede the ability of other employees to do their jobs;

    d. Chronic tardiness, or chronically leaving before the end of a scheduled shift (6 times or more total in a 6 month period);

    e. Chronic absenteeism (6 absences in a 6 month period, where consecutive workdays off are considered one absence);

    f. Absence without permission or leave, or leaving the job during regular work hours without permission;

g. Taking leave in excess of accrued leave, except with prior approval in extraordinary circumstances;

2. **The unreasonable failure of any employee to meet expected minimum standards of productivity or performance while on the job, including without limitation:**

a. Quitting work, wasting time, loitering or leaving assigned work area without permission;

b. Disregarding job duties as evidenced by loafing or neglect of work during working hours;

c. In continuous operations, leaving the work post at the end of the scheduled shift with no relief available;

d. Failure to meet required standards of productivity or quality;

e. Continual careless mistakes;

f. Interference with or disruption of another employee's performance of their job duties;

g. Sleeping during working hours unless otherwise provided for certain jobs, and only at times permitted by the supervisor;

h. Wanton and willful neglect in the performance of assigned duties;

i. Insubordination through the refusal to perform work assigned or to comply with written or verbal instructions of any responsible supervisor or Macon-Bibb County officer;

j. Habitual inefficiency, incompetence, or inadequate performance;

k. Concerted curtailment or restriction of production or interference with work in or about Macon-Bibb County work stations, including, but not limited to, leading or participating in any walkout, strike, slowdown, or other work stoppage or refusal to return to work when scheduled;

3. **The unreasonable creation or increasing of any risk of injury or harm to any person, or the unreasonable creation of any situation where the injury or harm suffered by any person would be worsened, including without limitation:**

a. Violation of a safety rule or practice;

b. Failure to report an accident or injury incurred on the job;

c. Using or operating any equipment, tools, machinery, or device in an unsafe, reckless, or improper manner;

d. Engaging in horseplay, malicious mischief, or other disorderly conduct on the job;

e. Creating or contributing to unsafe or unsanitary conditions on the job;

f. Careless mistakes that affect the safety of Macon-Bibb County personnel or bystanders;

g. Unauthorized possession of any weapon, firearm, or explosive on the job (possession of explosives must be job-related and authorized by the County Commission or the supervising Macon-Bibb County officer)

h. Violation of the Alcohol and Drug-Free Workplace policy, found in Section 6.12 of this manual

i. Having a positive result for marijuana on any required employee drug test;

j. Having a positive result on any required employee drug test for any medications lawfully prescribed to the employee, which affect the employee's ability to perform their job safely and effectively without first contacting Human Resources to request accommodations;

4. **The unreasonable creation of any social conditions which are unprofessional, discourteous, hostile, aggressive, or otherwise inappropriate with respect to any other person, including without limitation:**

a. Use or possession of another employee's tools, equipment, or personal property without that employee's consent;

b. Discourteous treatment of the public, visitors, other employees, or any other person;

c. Threatening, intimidating, coercing or using abusive language toward fellow employees, supervisors, the public, or any other person;

d. Bullying;

e. Gambling or engaging in games of chance on the job;

f. Vending, commercial soliciting, or engaging in for-profit activities in the workplace;

g. Creating or causing unrest or division among employees; having or promoting a negative attitude that tends to undermine the mission or goals of an office or department;

h. Catcalling, harassment, insulting, or using slurs or abusive or derogatory language of any kind towards fellow employees, supervisors, the public, or any other person;

i. Making derogatory remarks about another employee's or member of the public's body, weight, height, hair, appearance, or dress except in the context of a supervisor counseling a subordinate on acceptable or professional attire or grooming requirements for that employee's position;

j. Other violations of Macon Bibb County's harassment policies;

k. Insubordination through discourtesy, including, but not limited to, the use of abusive language to anyone with whom employee may have contact on the job, including citizens, vendors, other employees, or members of management;

l. Cruelty or mistreatment of subordinates, including but not limited to insulting, belittling, or yelling at subordinates; showing favoritism for inappropriate reasons; unreasonable denial of employment or development opportunities or of the enjoyment of any employment benefit in accordance with MBCG policies; unreasonable denial of scheduled employee breaks; or the chronic failure to maintain a professional and respectful working environment;

5. **The unreasonable misuse, loss, theft, damage, or destruction of Macon-Bibb County property, or the property of any person, including without limitation:**

a. Violation of any cybersecurity, computer usage, social media, or telephone usage policy;

b. Violation of the anti-idling policy;

c. Failure to perform work in accordance with established verbal or written protocols, policies, procedures, or instructions;

d. Job-related careless mistakes damaging material, parts or equipment;

e. Deliberate misuse, destruction, damage, sabotage or pilferage of Macon-Bibb County property or the property of any employee or citizen;

f. Theft, attempted theft, or unauthorized removal of property belonging to Macon-Bibb County, a co-worker, or a citizen;

g. Giving any labor in an employee's official capacity or giving anything of value owned by MBCG to any private person or entity without a substantial benefit for MBCG;

6. **Fraud, deception, or knowing misrepresentation or omission of any fact material to the operation of any MBCG department, office, or function, including without limitation:**

a. Any fact which is part of any internal policymaking or decision-making process;

b. Any fact which is relevant to any internal investigation or audit of the activities of any person, incident, task, or operation of MBCG;

c. Any fact concerning the time, place, or manner of an employee's performance of work duties, or of the results of any work effort made by any employee;

d. Any fact which is presented to any court or tribunal as truth;

e. Falsification of any official MBCG records;

7. **Fraud, deception, or knowing misrepresentation or omission of any fact for the purpose or with the effect of improperly obtaining any undue benefit or thing of value from MBCG for any person, including without limitation:**

a. Falsification of any job application materials;

b. Falsification of time cards or hours entries;

c. Failure to report any obvious overpayments of wages or of any sums owed to any vendor or employee;

d. Obtaining any undue leave, compensation, worker's compensation, or insurance benefits;

8. Any condition which unreasonably tends to undermine the mission, policy objectives, or operations of MBCG or any office, department, function, or employee thereof, including without limitation:

a. Failure to follow any internal or departmental policies and procedures;

b. Failure to cooperate in any way in an administrative investigation conducted by any department, elected office, or by the Macon-Bibb County Attorney or

his/her designee. This includes, but is not limited to, providing false or incomplete information, withholding information, failure to be available for an interview, refusal to be interviewed, failure to maintain confidentiality when instructed, and any conduct that hinders or interferes with the investigation;

c. Knowingly making any false statement or misrepresentation with respect to any official matter concerning the operations of MBCG, or with regard to any employment application or benefit;

d. Collusion among employees to the detriment of another person or any function of MBCG;

e. Using any MBCG equipment or resources for the purpose of conducting any personal business activities, or for the purpose of committing any mischievous or illegal act;

f. Commission of any unethical act prohibited by the MBCG Ethics Ordinance, as amended;

g. Making or publishing unauthorized statements which are presented as being official announcements or policy statements or official acts of MBCG, or any component thereof;

h. Use of office, political influence, or bribery to secure an advantage in any private matter;

i. Solicitation or acceptance of anything of pecuniary value from any person in exchange for taking or not taking any official action, or making or not making any official decision, except as expressly allowed under the MBCG gift policy;

j. Engaging in, or giving the reasonable appearance or expectation of, any offer, use, or threats relating to any unjustified official action, decision, or inaction taken under color of law, in exchange for any person or entity suffering any private detriment or providing any private gain to any private person or entity;

k. Conviction of any felony or misdemeanor which bears upon the trust, confidence, or responsibility required of an employee, based on that employee's job position;

l. The loss by an employee of any license or credential required by law or by MBCG for the performance of their job;

m. Repeated failure to follow the procurement, financial, or purchasing card policies of MBCG;

n. Failure of departmental leadership, including, but not limited to, the substantial loss of confidence by subordinate employees; failure to perform core departmental functions in accordance with budget and staffing levels; widespread loss of talent; concealing, omitting, or misrepresenting significant operational problems or shortcomings; failure of communication; or other significant or systemic operational problems occurring at the departmental leadership; managerial; or supervisory levels;

9. Any attempt to commit any act prohibited by this disciplinary policy, or to aid, assist, or conceal any other person's attempted or successful commission of any act prohibited by this disciplinary policy; or

10. Any other act, whether performed while on duty or off duty, which tends to impede or undermine the efficient and successful operation of MBCG or any component or function thereof.

F. Zero-Tolerance Policy.

It is the policy of MBCG to make certain to the fullest extent possible that each employee and all citizens conducting business with MBCG at public buildings and facilities is provided with a safe environment which is free from violence or anti-social conduct. In support of that initiative, and in addition to the disciplinary provisions stated above, it is the policy of MBCG that there shall be zero tolerance for any conduct which consists of, attempts, causes, conceals, or contributes to any of the following, and that any employee found to have violated any such provisions shall be terminated from employment and ineligible for rehire within MBCG in accordance with the Rehire Policy provided herein.

1. Except as required for the performance of law enforcement functions, provoking, threatening, or instigating a fight on the job, fighting at any time on MBCG property (except for purposes of self-defense), or actions which result in intentional bodily harm to others while on the job;

2. Except as required for the performance of law enforcement functions or in cases of self-defense, brandishing any weapon on MBCG property;

3. Breaches of any security procedure implemented by MBCG or any official or employee under its authority;

4. Divulging information which threatens the security of MBCG personnel, property, or any computer network or system;

5. Sabotage of any property or equipment of MBCG through intentional misconduct or gross negligence;

6. Committing or threatening to commit an act of violence against any employee, supervisor, elected official, appointed official, or any other agent of Macon-Bibb County;

7. Sexual or racial harassment of an employee or citizen conducting business with Macon-Bibb County;

8. Intentionally discriminating against an applicant or employee in the terms or conditions of his/her employment or harassing or discriminating against any person on the basis of any protected class;

9. Knowing or intentional violation of Title VI or Title VII of the Civil Rights Act of 1964, or of any MBCG policies implementing Title VI or Title VII of the Civil Rights Act of 1964, as amended.

10. Retaliation against an employee for exercising rights under these policies or any state or federal law; opposing any practice made unlawful by Title VII; making a charge, testifying, assisting, or participating in a Title VII proceeding or investigation; or engaging in any action which dissuades a reasonable employee from making or supporting a charge of discrimination.

G. Failure in Performance of Duties

In addition to the disciplinary provisions above, any employee whose work is unsatisfactory over a period of time should be notified by the supervisor of the deficiencies in their work, and of what must be done to bring the work to a satisfactory level. Unless the employee's actions are severe, the employee should be warned either orally or in writing at least once before discipline is imposed.

In most cases where the employee's actions are not severe enough to require immediate disciplinary action, a three (3) step procedure can be a helpful and constructive guideline to follow: First, the supervisor should give non-disciplinary coaching or corrective counseling, or ensure that the employee has appropriate training for the duty assigned. Second, the supervisor should issue a written warning, to be signed by the employee and setting forth the points covered in correcting the performance deficiency. This written warning provides notice to the employee that corrected performance must take place immediately to avoid application of more stringent disciplinary action. Third, for minor performance issues, the supervise may give an additional written warning to the employee, as a final warning, outlining the employee's continuing failure to correct performance issues, and stating that disciplinary action will be applied in the instance of any future infraction.

Department directors shall have the discretion to set departmental policy regarding whether and how written warnings are used. At the option of the supervisor, manager, or department head, direct discipline may be imposed against an employee for any violation of the disciplinary policies, including for performance issues, regardless of whether a prior written warning was given to that employee.

Written warnings and other corrective actions should all be documented on forms provided by the Human Resources Department, and placed in the employee's personnel file.

H. Record of Disciplinary Action

In all cases of disciplinary action, excluding disciplinary corrective counseling or referral to training, an appropriate form or a disciplinary memorandum/letter shall be completed, and will include the following information:

1. Nature of the Offense-circumstances, date, time, etc.
2. Previous applicable discussions/training or active warnings in file
3. Future expectations for the employee's performance
4. Consequences of future infractions

The employee will be provided with a copy of the completed form or disciplinary memorandum/letter and will be asked to sign to acknowledge receipt of the copy. The employee shall be provided with an opportunity to respond in writing to the disciplinary action. Such written response must be provided within two (2) business days and will be placed in the employee's personnel file.

I. Immediate Removal from Workplace

In any case where there is a plausible allegation of severe misconduct by any employee, including without limitation, criminal activity; violence or threats of violence; combative behavior; misuse of any weapon, machine, or dangerous implement; physical, verbal, or sexual harassment or abuse of any other person; creation of security or cybersecurity vulnerabilities; mistreatment of children, animals, or vulnerable persons; or any other misconduct which, in the opinion of the supervisor, manager, director, or MBCG would create an unreasonable risk of further harm in the event that the employee remains at work, that employee shall be immediately relieved of their current duties and dismissed from work for the remainder of the day. The department director or county officer in that employee's chain of command shall then contact the employee once it has been determined whether or when the employee will be allowed to return to work. In the event

that the employee is referred for a termination investigation, the employee's period of paid suspension shall begin from the moment that employee was first directed to leave the workplace as a result of the incident or matter in question.

J. Termination Investigation

Upon the commission of any Zero-Tolerance offense, or any action for which termination is proposed, the authorized supervisor or department head shall immediately dismiss the employee for the remainder of the workday and contact the Human Resources Department. The matter will then be referred to the personnel action review team as provided in Section 4.02. Employees accused of commission of an offense for which termination is proposed will be suspended from employment with pay while the charge is referred to the personnel action review process provided in this manual. The paid suspension pending termination investigation should not exceed ten (10) business days except in extraordinary circumstances. If a period of suspension needs to extend longer than ten business days, then it will generally be as an unpaid suspension thereafter.

K. County Manager Review

Employees who receive disciplinary action shall not have the right to appeal the disciplinary action through any formal process, but in the case of reviewable disciplinary action, they may submit information for the County Manager's consideration in accordance with the personnel action review process outlined in this manual. This provision shall not give any employee any legitimate expectation of continued employment.

L. Non-Disciplinary Changes in Job Status

Where a department head or authorized subordinate employee finds that current staffing arrangements are not effective at meeting the needs or goals of the department or the departmental subunit, then they may exercise managerial discretion to make non-disciplinary changes to the job status of one or more employees as follows:

1. Employees may be terminated;
2. transferred to a different department or departmental subunit;
3. moved to a different work site or different job schedule;
4. reassigned to a different job title; or
5. otherwise have job duties modified as needed to reflect the needs of the department or departmental subunit.

All of these actions shall be subject to the availability of a suitable vacancy, if applicable, and the approved organization charts and budgetary allocations of the receiving department, as well as the Macon-Bibb County Reduction in Force policy. If an employee is transferred to a different job, job status, schedule, work site, or other position within MBCG, then efforts shall be made to offer the employee a position that is comparable in qualifications, duties, salary, authority, and prestige to the extent that such a position is available and the employee is qualified. Non-disciplinary terminations or involuntary changes in job status which affect an employee's job title or which would result in the employee losing any amount of pay shall be subject to review under the personnel action review process in the same manner as reviewable disciplinary actions.

EXHIBIT G

ANNUAL LEAVE

The MBCG employees in the full-time classification will receive an annual leave accrual, the amount of which is based upon tenure with MBCG. The total amount of annual leave hours accrued, less any annual leave used by the employee, will determine how much annual leave time the employee has available for use where time off from work has been approved by his/her supervisor, manager or department head. To receive the requisite accrual of vacation time the employee must be paid for at least twenty-four hours during the work week in question.

The MBCG recognizes that annual leave is important to an employee's morale, productivity, and well-being. Employees are encouraged to take their earned annual leave each year at the time best-suited to their department's work schedule. Due to seasonal operations of some departments, annual leave can be granted only during certain times of the year.

Annual leave will be scheduled at the convenience of the department involved, and longer service employees will be granted preference in the event of conflicting leave requests. Employees having more than forty (40) hours of annual leave accrued who wish to take the annual leave in separate weeks will receive seniority consideration for only the first selection of week(s). All other annual leave will be scheduled at the convenience of the department and will not displace less senior employees before those employees have had the opportunity to select their annual leave time unless the department head approves preference for the senior employee's remainder of annual leave. If an official holiday falls within an employee's vacation period, that day of leave will not be charged against the employee's annual leave.

Where possible, the employee should submit his/her annual leave request at least thirty (30) days prior to the date requested. The manager, supervisor, or department head has discretion as to whether the time off from work will be permitted, and as to whether annual leave will be awarded where less than thirty (30) days' notice has been provided by the employee. Annual leave that is pre-approved in accordance with departmental policy shall not be counted against any employee for purposes of enforcing MBCG's attendance policy

Annual leave entitlement is paid at the rate of pay received at the time of the leave (normal hourly wage) but not including overtime pay. Employees (or their supervisor if the employee is unavailable) will record on the weekly time sheet any annual leave taken. Employees working on a compressed work week schedule will record ten (10) hours for each day of annual leave taken; all others will record eight (8) hours for each day of annual

leave taken. This does not apply during a week in which a holiday recognized by MBCG falls; all employees work eight (8) hour days during holiday weeks.

If an employee records annual leave on his/her weekly time sheet and the employee does not have an annual leave balance to cover such leave, the leave will be charged to any banked compensatory time to cover the leave. If the employee has no accrued annual leave or banked compensatory time, the leave will be unpaid. Unpaid leave cannot be taken where an employee has an existing annual leave balance.

Negative balances of annual leave hours will not be allowed. Annual leave cannot be used until the week following the week in which the accrual was earned. No more than 480 hours of accumulated annual leave may be carried over into the next calendar year for all employees except firefighters. No more than 720 hours of annual leave may be carried over into the next calendar year for firefighters who work a 60 hours week. For employees participating in the Bibb County Pre May 2011 Pension Plan, all annual leave hours in excess of 480 hours on December 31st of each year will be credited toward "service time" when calculating the employee's pension benefit. Former City of Macon sworn employees hired prior to 1977 leave accumulation will remain the same, but will follow the new accrual rates. On December 31 of the requisite year, for employees not in the Bibb County Pre May 2011 Pension Plan, any hours over 480 (720 where applicable) will be lost. During the year an employee retires or terminates employment with MBCG, he/she will be paid for the full balance of hours, including any accrued over the 480 hours carried over from the previous year. No former City of Macon employee will have vacation leave applied to service time at retirement. Accrued annual leave may be used in lieu of sick leave when an employee's sick leave has been exhausted. For exempt employees, annual leave should not be used—or marked on the employee time sheet–in less than full day increments in the absence of extenuating circumstances. If a non-exempt employee takes a full day off from work for annual leave, he/she is not permitted to "make up" the time by working additional hours during the work week or on the weekend.

Department heads have discretion to approve use of annual leave for employees to take immediate family members to a physician, or to care for immediate family members who are ill or hospitalized if the employee does not have banked compensatory time (where applicable). For purposes of this policy, immediate family members are parent, step-parent, spouse, child or step-child.

The MBCG appointed officials must request annual leave time from the County Manager or the Mayor, and must receive approval in advance of taking any such leave.

New full-time employees do not accrue annual leave for the first six (6) months of employment, but upon completion of six months of employment, will be awarded 40 hours of annual leave (1 week). Annual leave may not be taken during the first six (6) months of employment. Annual leave accrual for an employee who is rehired more than six (6) months following the date of termination of employment will be treated the same as annual leave accrual for any newly hired employee. Annual leave accrual for an employee reinstated to a position of employment with MBCG within six (6) months of the date of termination of employment will return to the rate of accrual previously in effect.

Each week after the first six (6) months of service, a full-time MBCG employee accumulates annual leave on the following schedule:

Accrued Leave	Work Days	Hours Per Week	Hours Per Pay Period	Sworn Firefighter (60 hours per week)
6 months to 5 years	**10**	**1.54**	**3.08**	**4.62**
5 years to 10 years	**12**	**1.85**	**3.70**	**5.55**
10 years to 15 years	**15**	**2.31**	**4.62**	**6.93**
15 years to 20 years	**20**	**3.08**	**6.16**	**9.24**
20 years plus	**25**	**3.85**	**7.70**	**11.55**

The "20 years plus" accrual rate will not be available to former Bibb County and City of Macon employees hired after May 1, 2011.

Employees terminating employment with MBCG after six (6) months of service will be paid their annual leave entitlement in one lump sum, on the pay period following the final pay check. Part-time employees are not eligible for annual leave or accrual of annual leave.

EXHIBIT H

Financial Policies
Macon-Bibb County Consolidated Government

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Financial Policies
Macon-Bibb County Consolidated Government

Financial Recordkeeping

Financial Accounting

Scope

This policy applies to all financial records of the consolidated government and its operations unless specifically excluded by law.

Purpose

The financial accounting policies of the consolidated government are designed to help ensure that the processes and procedures used shall meet all state and federal requirements for financial accounting and reporting. The Finance Department will strive for excellence in its adherence to standards defined by the Governmental Accounting Standards Board.

Generally Accepted Accounting Principles (GAAP)

The consolidated government will establish a high standard of practice in its accounting operations and will conform to the generally accepted accounting principles as established by the Governmental Accounting Standards Board including pronouncements that are applicable to the consolidated government.

Fund Structure

The consolidated government will maintain the minimum number of funds needed to meet the requirements of state and federal law, and sound financial practice. The purpose of a fund is to enable separation of financial activities associated with specific operations, revenues, or both. All funds shall be classified according to GAAP and will be reported in the consolidated government's annual financial statements.

Governmental Funds

The consolidated government will adopt one general fund and other Governmental Funds as appropriate with the following types:

• General Fund - The General Fund is the general operating fund of the consolidated government and is used to account for all financial resources except those required to be accounted for in another fund.
• Special Revenue Funds - The Special Revenue Funds are used to account for the proceeds of specific revenue sources that are restricted by law for a particular purpose or purposes other than debt service or capital projects.

• Debt Service Funds - The Debt Service Funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.
• Capital Project Funds - The Capital Project Funds are used to account for financial resources that are restricted, committed or assigned to expenditure for capital outlays including the acquisition or construction of capital facilities or other capital assets.

Proprietary Funds
Proprietary Funds are used to account for the financial resources and operations of activities that provide services for which a fee is assessed to recover the cost of service provision. The intent of separating these activities for financial reporting is to provide information to help guide decisions regarding continued operation and/or the fees imposed for services.

• Enterprise Funds - The Enterprise Funds are used to account for operations (a) that are financed and operated in a manner similar to private business enterprise, where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

• Internal Service Funds - The Internal Service Funds are used to account for the financing of goods or services provided by one department or department/office to other departments or departments/offices of the County, or other governments, on a cost-reimbursement basis.

Fiduciary Funds
Fiduciary Funds are used to account for assets held by the government in a trustee capacity, or as an agent for individuals, private organizations, other governmental units, and/or other funds. The consolidated government will establish fiduciary funds as appropriate within the following types:

• Employee Benefit Trust Funds - The Pension Trust Funds and Other Employee Benefit Trust Fund are accounted for in the same manner as Proprietary Funds.
• Private Purpose Trust Funds - The Private Purpose Trust Funds are accounted for in the same manner as Proprietary Funds.
• Agency Funds – The Agency Funds are used to account for assets held by the consolidated government as custodian or agent for individuals, other governmental units, and nonpublic organizations. Agency funds are custodial in nature (assets equal liabilities) and do not include the measurement of results of operations.

Chart of Accounts
The consolidated government will adopt the standard chart of accounts as prescribed by the Georgia Department of Community Affairs, and will seek to limit the number of accounts created to supplement the standard chart of accounts.

Delegation of Authority to Finance Officer

Pursuant to Section 16 (e) of the Macon-Bibb County Charter, the Finance Officer of the consolidated government is assigned the duty and responsibility to account for all funds of the government, and is hereby granted the authority to determine and enforce the standards and procedures for financial accounting and reporting for all funds of the consolidated government. All systems for managing the financial resources of the consolidated government and to account for the same shall be under the Finance Officer unless the Finance Officer determines otherwise.

Financial Auditing

Scope

This policy applies to all funds that are the responsibility of the consolidated government and reported in the annual financial statements.

Purpose

The audit policies are adopted to help ensure compliance with all state laws; promote transparency in financial operations; and to safeguard the financial resources of the consolidated government.

External Audit

Audit Firm Qualifications

A properly licensed Georgia independent public accounting firm with a demonstrated expertise in generally accepted government auditing standards (Yellow Book) shall conduct the audit. As provided in Section 12 of the Macon-Bibb County Charter, the selected firm shall not have any direct or indirect interest in the fiscal affairs of the consolidated government.

Selecting an Outside Audit Firm

The governing body of the consolidated government will receive recommendations for audit services from the Finance Officer and will select an audit firm for a contract period not to exceed three years. Upon recommendation by the Finance Officer and approval of the Commission, the contract may be renewed for one additional three-year period. The Finance Officer will follow all purchasing procedures of the Macon-Bibb County Consolidated Government in obtaining outside auditing services.

Audit Services Agreement

The consolidated government shall enter into an agreement with the selected audit firm by written contract or letter of agreement that stipulates the scope of services to be performed, the standards for performance, a description of the deliverables with delivery dates, and the fee to be paid for those services and deliverables. The written proposal upon which the selection was based may be used for this purpose if noted in the agreement. If so used, the proposal should be attached with any changes or amendments clearly marked and approved by both the Finance Officer and the audit firm designee.

Internal Audit

The internal audit function operates as a staff office of the governing body. It is intended to inform the governing body concerning the day-to-day operations of the Finance Department and the departments/offices of the consolidated government responsible for managing or protecting financial resources. It is also intended to assist those departments/offices with meeting the requirements for the protection of financial resources. All internal audits will adhere to Generally Accepted Government Standards (GAGAS) (Yellow Book), in conjunction with the Institute of Internal Auditor (IIA) standards promulgated in the *International Standards for the Professional Practice of Internal Auditing* (Red Book).

Auditors

Internal auditors must possess the skills, knowledge, and competence to perform audit functions. The governing body will select auditors who meet the necessary requirements following all human resource guidelines and practices of the consolidated government.

Audit Functions

Internal auditors will conduct the audit function at the direction of the Mayor or governing body. Responsibilities include:

- assessing institutional risks;
- evaluating the effectiveness of controls and procedures;
- assessing the flow of financial information through the government;
- determining the timeliness and reliability of financial records and reports;
- determining the level of compliance with policies and procedures including state and federal laws and regulations; and
- assisting the external auditors with the collection of information needed to perform the audit.

Financial Reporting

Scope

The Finance Officer will establish and maintain a system of financial reporting that meets the needs of the consolidated government's governing body and agencies, regulatory entities, and the citizens of the Macon-Bibb County Consolidated Government.

Purpose

The objectives of financial reporting are to meet legal requirements, to provide information in a timely manner to users, and to establish transparency in the management and use of financial resources by the consolidated government.

Pursuant to the objectives stated in *GASB Concept Statement 4, Objectives of Financial Reporting*, the information provided through the reporting documents should provide information that demonstrates the consolidated government's duty to be accountable; provide information that demonstrates whether current-year revenues were sufficient to fund the services provided by the consolidated government; that

all legal requirements for the use of resources were met during the fiscal year; and provide information needed to assist users in assessing the service efforts, costs, and accomplishments of the consolidated government. The information included in the financial reporting documents should provide complete information about how services are funded and the financial position and condition of the consolidated government.

Comprehensive Annual Financial Report

The consolidated government shall produce an annual financial report within six (6) months of the end of the fiscal year as required by Georgia law. The consolidated government will seek to produce a Comprehensive Annual Financial Report (CAFR) in conformity with GAAP and the requirements and recommendations of the Government Finance Officers Association's (GFOA) award for excellence in financial reporting. The Finance Officer will seek to submit the consolidated government's CAFR each year for consideration of the Government Finance Officers Association award, "Certificate of Achievement for Excellence in Financial Reporting," and will insert a facsimile of certificates awarded at or near the front of a subsequent CAFR.

The Finance Officer will submit the document to any regulatory agencies and repositories to comply with disclosure requirements related to municipal bond issues.

The CAFR or annual financial report will be posted and available for download as a PDF document from the consolidated government's web site as soon as practical following its completion. The Finance Officer will also submit the same PDF document to the Carl Vinson Institute of Government's web site established for the collection of local government budget and financial statements.

Annual Citizen's Report

The Finance Officer will provide information to the public information officer for use in publications or documents for general distribution to citizens that contain basic financial information and other information as appropriate. All financial information contained in such documents shall be in conformance with GAAP and reconcilable to the annual financial report or CAFR. If appropriate, the Finance Officer shall submit the document each year to the GFOA's Popular Annual Financial Report program for consideration of the award given for outstanding reporting.

Budget Policies

Budget Process

Scope

This policy applies to all funds of the consolidated government for which an annual budget is adopted by ordinance or resolution by the governing body, or for projects of a specific duration that are designated as capital projects and approved through the Capital Improvement Plan.

Purpose
The following budget objectives are established for the different funds the consolidated government uses:

General Fund – The annual budget for the General Fund shall provide for general government operations of the consolidated government and maintain working capital necessary for the consolidated government's financial health and stability.

Special Revenue Fund(s) – The consolidated government adopts annual budgets for each special revenue fund in existence for the purpose of demonstrating that legally restricted revenue sources are used in compliance with the applicable laws and/or regulations.

Capital Project Fund(s) – The consolidated government shall establish a separate division within the Capital Projects Fund for each major capital project. The governing body shall adopt a project budget with appropriated funds for each major capital project. These adopted appropriations do not lapse at the end of a fiscal year; rather they remain in effect until project completion or re-appropriation by the governing body. Nothing in this policy prevents the Finance Department from using a year-to-year planning process for multi-year projects.

Debt Service Fund(s) – The consolidated government adopts annual budgets for its debt service funds. Any remaining fund balances from prior years plus the current year's projected revenues shall be sufficient to meet all annual debt service requirements.

Proprietary Fund(s) –The consolidated government will employ a business approach when budgeting enterprise and internal service funds. These funds shall realize revenue sufficient to cover their operating costs and capital renewal or replacement whenever possible; subsidized losses will be minimized and evaluated when a financial breakeven is not possible. The Finance Officer shall evaluate budget performance in order to monitor revenues and control expenses.

Fiduciary Fund(s) – The governing body does not approve a budget for fiduciary funds.

Additionally, the consolidated government classifies funds as either operating funds or capital funds. Operating funds are those funds that provide appropriations covering the daily operations of the consolidated government and that are structured primarily for ongoing operations and maintenance purposes. The General Fund will always be an operating fund. Capital funds are those funds that provide funding for capital projects, as defined elsewhere in this Policy. The time horizon of capital funds typically exceeds any specific fiscal year and is focused on project periods rather than an annual period.

Balanced Budget
By Georgia law, the General Fund, Special Revenue Funds, and Debt Service Funds require an annual balanced budget. The governing body of the consolidated government shall adopt a budget for the

General Fund, Special Revenue Funds, and Debt Service Funds where unallocated fund balance and projected revenues equal or exceed appropriations.

As required by Georgia law, a budget for each project within the Capital Project Fund will be adopted for the duration of the project and will require that anticipated resources equal planned expenditures.

Although neither GAAP nor Georgia law require an adopted budget for proprietary funds, the governing body of the consolidated government will adopt a budget for each fund that calls for net position plus anticipated revenues to equal or exceed anticipated expenses.

In accordance with O.C.G.A. Section 36-81-4 (c) and Sections 14 (a) and 16 (e) (1) of the Charter of Macon-Bibb County, the Mayor in his capacity as the chief executive of Macon-Bibb County, shall exercise the initial budgetary policymaking function, while the Budget and Strategic Planning Officer shall exercise the administrative functions of budgetary preparation and control.

Pursuant to Section 26 (a) (1) of the Charter of Macon-Bibb County, the mayor shall submit to the commission at least six weeks prior to the start of the fiscal year a budget message and a budget report, accompanied by a draft of the recommended budget ordinance, which shall provide for the appropriation of the funds necessary to operate all the various departments and to meet the current expenses of the restructured government for the next fiscal year. Such ordinance must be approved by a two-thirds' majority vote of the commissioners then serving.

Budget Calendar

The Budget and Strategic Planning Officer shall prepare a budget calendar each year that outlines essential deadlines of the budget process in order to meet all the requirements of state law and to facilitate community input as part of the budget development process.

Budget Format

Each department/office of the consolidated government shall submit a budget request to the Budget and Strategic Planning Officer for the operation of the department or office at current service levels. If required by the Budget and Strategic Planning Officer, the budget request should reflect amounts for each program or major activity of the department or office at a current services level. The request shall show all categories of planned spending including personal services at current staffing levels and benefits, and operating expenses for each program at current service levels. Any requests for program expansion or enhancement should be made separately from the current services budget request and include a justification for the expansion or enhancement.

Department/Office Allocations

Upon adoption of the annual operating budget by the governing body of the consolidated government, the Budget and Strategic Planning Officer will provide each department/office with an operating budget. The Budget and Strategic Planning Officer is authorized to develop the operating budgets in consultation with department/office heads and to make adjustments as appropriate. In cases of new, modified,

expanded, or enhanced programs, or in instances where insufficient history is available, the Budget and Strategic Planning Officer is authorized to develop the operating budget by any reasonable means until such time that a historical pattern is established.

Budget Amendment

Scope

The budget amendment policies apply to all budgets adopted by the governing body of the consolidated government.

Purpose

By law, departments of the consolidated government may not exceed their department's budget as adopted by the governing body. In the event of an unforeseen or emergency need that would cause a department to exceed its budget, a budget amendment shall be requested for the governing body to consider.

The Finance Officer is authorized to move amounts up to $10,000 between budget line items within any one of the three major components of a department/office of the consolidated government. Transfers exceeding $10,000 require approval via the budget amendment process outlined in this policy section.

Departmental budgets are divided into three major components:

- personal services (wages, salary, and benefits);
- operating expenses; and
- capital expenditure.

The Finance Officer is authorized to move any amount of money between budget lines of a Constitutional County Officer's budget within individual major components, upon the request of that Constitutional County Officer. For purposes of this policy, "Constitutional County Officer" refers only to the holders of those offices expressly named in Article 9, Section 1, Paragraph 3 of the Georgia State Constitution, being the clerk of the superior court, judge of the probate court, sheriff, and tax commissioner.

Transfers from one major component to another and transfers from one department or office budget to another require approval of the governing body via the budget amendment process outlined in this policy section.

Process

Requests for amendments to adopted budgets will originate from department heads and will be presented by the Finance Officer to the governing body on no less than a monthly basis with a recommendation either that the request be approved or denied. Requests for amendments to adopted budgets shall be submitted to the governing body in the form of an Ordinance.

Budget Increases

No increase in the overall budget can be made without the approval of the governing body and adoption

of amendment to the budget. An increase in the overall budget is referred to as a supplemental appropriation. The Finance Officer shall submit amendments to adopted budgets for supplemental appropriations to the governing body on no less than a monthly basis with a recommendation either that the request be approved or denied. Requests for amendments to adopted budgets for supplemental appropriations shall be submitted to the governing body in the form of an Ordinance.

Fund Balance and Contingency Planning

Scope

This policy applies to all governmental and proprietary funds of the consolidated government.

Purpose

The objectives of fund balance and contingency planning policies are to provide adequate liquid resources for short-term cash flow needs and to promote long-range financial stability.

Fund Balance Categories

GASB Statement No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions* requires fund balance to be separated into the following categories:

- Nonspendable – amounts not in spendable form such as inventories, prepaid items, and long-term loans receivable.
- Restricted – amounts subject to externally enforceable limitations on use.
- Committed (Unrestricted) – amounts whose use is constrained by limitations that the government imposes upon itself.
- Assigned (Unrestricted) – intended use of resources by the governing body or by a body or official delegated by the governing body.
- Unassigned (Unrestricted).

General Fund

The consolidated government will establish and use non-spendable, restricted, committed, and assigned fund balances as appropriate, adhering to the definitions and recommendations in GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions.*

Special Revenue Funds

The fund balance of special revenue funds shall be equal to total resources received less amounts used for the legal intended purposes of the revenue.

Capital Projects Funds

The fund balance of capital projects funds shall be equal to resources received from all sources less amounts expended for the legal intended purpose of the resources.

Debt Service Fund
The consolidated government shall maintain sufficient reserves in its debt service funds to equal or exceed the reserve fund balances required by bond ordinance.

Enterprise Funds
Enterprise funds shall seek to maintain a level of working capital equal to 45 days of operating needs as established by the fund operating budget or expenditure plan.

Internal Service Funds
The self-insurance fund and Workers Compensation funds shall establish by actuarial method, or other method as approved by the Finance Officer, the amount it charges other funds of the consolidated government. The fund balance in the self-insurance fund and Workers Compensation funds will be determined by that process.

The Vehicle Maintenance Fund shall maintain a level of working capital necessary for operating needs as established by the current budget or plan of expenditure.

The Capital Replacement Fund shall seek to maintain a fund balance based on the age of capital items where cost is recovered over the life of the item. This will include all vehicles owned by the consolidated government and other items so designated when acquired. The consolidated government will maintain a balance in the fund adequate to spread the anticipated cost of replacement evenly over the lives of all assets in the fund.

Committed Assets Balance for Stabilization
• The consolidated government will establish an amount designated as committed fund balance within the fund balance of the General Fund to accumulate resources to mitigate the impact of significant economic downturns, emergencies or other exigent circumstances that are not expected to occur routinely. This amount will be called the Stabilization Fund.
• Use of the Stabilization Fund is at the discretion of the governing body of the consolidated government.

The use of Stabilization Funds is subject to the following limitations:
• The governing body must pass a resolution authorizing the use of Stabilization Funds and noting the circumstances requiring the use of such funds.
• Fiscal year reductions in the Stabilization Fund may not exceed one-half of the fiscal year's beginning balance of the fund.
• Stabilization Funds may be used for critical disbursements of a catastrophic, emergency nature with projected expenditures of more than 1.5% of the fiscal year's original budget.
• Stabilization Funds may be used to offset revenue shortfalls during a significant economic downturn if projected revenues reflect a decrease of more than 2.5% from the fiscal year's original budget.
• The consolidated government will seek to maintain the equivalent to 60 days of normal operating expenditures and other financing uses, based on the current fiscal year's budget in the Stabilization Fund.

Budget Implementation and Control

Expenditure

Scope

Expenditure policies apply to all operations where the governing body of the consolidated government has adopted an annual budget or multi-year plan of spending.

Purpose

The consolidated government's expenditure policies are designed to ensure fiscal stability and the effective and efficient delivery of services, through the identification of necessary services, establishment of appropriate service levels, and careful administration of the expenditure of available resources.

Expenditure Approval

All expenditures relating to operations of the consolidated government shall be processed consistent with expenditure policies and procurement/purchasing guidelines. Once the Finance Department receives the proper documentation from the incurring departments, the execution of payment shall occur. The Finance Department shall only process transactions for payment based upon the proper approval for the dollar amount of the expenditure, including adequate documentation, received either electronically or in writing.

In accordance with Section 20 (d) of the Charter of Macon-Bibb County, the governing body shall refuse to pay for any material, supplies, equipment or premiums purchased by any individual, committee or board from any person or business in which there is an employee of the consolidated government, connected either by appointment or election that would create a conflict of interest.

In accordance with Section 19-3 of the Macon-Bibb County Code of Ordinances, no bill or invoice submitted to the consolidated government for payment shall be paid unless:

• Payment of bill or invoice will result in the expenditure of consolidated government funds for a lawful and proper purpose.
• The amount of the bill or invoice can be properly chargeable to an established budget line item in the budget for the current fiscal year as adopted by the board of commissioners of the consolidated government, or properly charged against a balance sheet account.
• All laws of the state and all ordinances of the consolidated government in connection with the expenditure of public funds have been, to the extent that they are applicable, complied with in making the purchase which results in the bill or invoice submitted for payment.
• The purchase represented by the bill or invoice has been authorized by the responsible department head, elected official or their designee.
• The invoice is supported by such documents as are reasonably required to show compliance with the provisions of this section.

The Finance Department shall review expenditure documents for compliance with all consolidated government policies and procedures. Expenditure documents that are not in compliance with these policies and procedures shall be returned to the originating department with Finance Department recommendations for changes.

In the event the department does not agree with the Finance Department's recommendations, the County Manager shall make the final decision.

Performance to Budget

The Finance Officer will monitor performance to budget reports periodically for each department/office or department that compares actual expenditures, including all encumbrances of funds, to the monthly allocations developed following budget adoption. The report will include, at a minimum, a comparison for the preceding year and the fiscal year to date.

Department Heads and/or Elected Officials are responsible for performance to budget and shall ensure that their unobligated budget amount is sufficient to cover purchases made by any method. If budget availability is insufficient to cover a needed purchase, a budget amendment transferring available funds from another line item or a supplemental appropriation must be obtained prior to obligating funds.

Payroll Administration

Scope

The Consolidated government's payroll policies apply to all employees of the consolidated government.

Purpose

The consolidated government shall administer the payment of wages, salaries and benefits for consolidated government employees in accordance with applicable legal requirements and shall ensure that employee benefit programs are adequately funded and operated for the exclusive benefit of the participants and their beneficiaries.

Payment of Wages

- The Human Resources Department shall be responsible for salary and wage administration.
- Payments to employees shall be based on time and attendance information gathered in departments and entered in the payroll system.
- The consolidated government shall comply with the Fair Labor Standards Act (FLSA).
- The consolidated government will utilize the E-Verify System to determine a candidate's eligibility for employment prior to any offer of employment.
- Salaries and wages will be paid by electronic direct deposit to a designated financial institution (preferred method) or electronic payroll card in most instances
- Upon notification by the Human Resources Director, the Finance Officer may issue a manual check for special circumstances, such as an initial check, final check or upon an employee retirement. Manual checks

may also be issued under certain circumstances at the discretion of the Finance Officer, such as a correction to employee paycheck or retiree check.

• The consolidated government shall not pay wages in cash.

• The consolidated government shall not advance salary and wage payments.

• Employees using direct deposit may designate amounts to be deposited into a maximum of four accounts at a single financial institution (eg. a checking and a savings account), or a maximum of two accounts at each of two financial institutions.

•Employees who receive payment of salary or wages by payroll card will receive the card on the pay date. The Finance Department shall not deliver the card ahead of the payment date for any reason.

Payroll Deductions

• The consolidated government shall withhold all applicable statutory tax deductions and remit tax payments and reports as legally required.

• The consolidated government shall withhold court-ordered garnishments and levies and remit payments and reports as legally required.

• The consolidated government shall withhold such other deductions as are specifically authorized by employees that are applied toward or for any tax liability based on income. Other deductions may be withheld only for purposes that are approved by a vote of the governing body.

• Employees shall be responsible for reviewing all payments and deductions for accuracy each pay period and notifying the Finance Department or Human Resources if discrepancies are identified.

Retirement System

• An actuarial review of the pension plans, including a calculation of the annual required contributions, shall be performed on a biennial basis (at a minimum) and provided to the governing body for review.

• The governing body shall annually determine the contribution percentage to be provided by the Consolidated government and the employees. (The Consolidated government currently contributes 100% of the required contribution.)

• The Board of Trustees for the Pension Plans shall certify to the governing body the actuarial impact of any proposed benefit improvements or changes in contribution levels.

• The governing body shall ensure that sufficient funding shall be available to pay for the liabilities created by benefit improvements and other plan changes.

• The consolidated government shall maintain the qualified status of the Retirement Plans. As deemed necessary from time to time, the consolidated government will request a determination letter from the IRS relative to whether or not the consolidated government's retirement systems conform to the Internal Revenue Code in order to ensure the tax-exempt status of the income earned on the Retirement Fund's investments, the retiree pension payments and the accrued benefits for active employees.

OPEB Trust System

• An actuarial review of the OPEB Trust, including a calculation of the annual required contributions, shall be performed on a biennial basis (at a minimum) and provided to the governing body for review.

• The governing body shall annually determine the contribution amount to be provided by the consolidated government, employees, and retirees to the OPEB Trust Fund.

• The governing body shall annually determine the premium contribution for group medical benefits administered by the Group Insurance Internal Service Fund.
• The governing body shall ensure that sufficient funding will be available to pay for the liabilities of the plan.

Other Benefits
• Loans to employees and governing body members are prohibited.

Purchasing

Scope
The purchasing policies and guidelines apply to all departments/offices of the consolidated government that are funded through appropriations in adopted budgets, multi-year expenditure plans, or from grants received from a higher level of government or other entity.

Purpose
Purchasing policies are designed to ensure that all products and services acquired by the consolidated government are obtained in a cost-effective manner and in accordance with all state laws.

General Requirements
All purchases of goods and services, including those obtained on a contractual basis, shall be obtained in conformity with all applicable state laws.

Purchasing guidelines will generally follow recommendations from the National Association of State Procurement Officials.

All employees authorized to make purchases for or on behalf of the consolidated government shall read, sign, and comply with the guidelines in the consolidated government's Conflict of Interest Policy.

Methods of Purchase
Purchases of goods and services shall be made by direct pay, purchase order with the approval of the Purchasing Department except in an emergency situation or when the purchase is expressly authorized by the Macon-Bibb County Code of Ordinances to be made using a purchasing card ("P-card") . In these cases, purchases may be made using a P-Card by the person to whom the P-Card is issued. In any instance where the person to whom a P-Card is issued allows any other person to use the card, adequate oversight must be ensured

Direct Pay
Direct pay will be used for utility bills; payments for services that have been contracted or for which there is a single, sole-source vendor; amounts that are established through a specific bid process; and other payments authorized by the Finance Officer.

Purchase Order

A purchase order is required to make any purchase that is neither eligible for direct pay as described above, nor eligible for purchase using a P-card, as specified in the Macon-Bibb County Code of Ordinances. All purchases shall be made from approved vendors only. This policy does not preclude the issuance of a purchase order for a purchase, regardless of amount.

Purchasing Card (P-Card)

Purchasing cards (P-Cards) will be used to acquire materials during the course of daily operations from approved vendors whenever authorized by the Macon-Bibb County Code of Ordinances. The County Manager may adjust the single purchase limit of any issued P-Card and may impose other restrictions on the use of a particular P-Card including, but not limited to, total monthly spending limits, types of materials authorized for purchase, and authorized vendors where the P-Card may be used. Department heads are responsible for the use of all purchasing cards within their departments and should be certain that appropriated funds are available to fund all purchases made with P-Cards.

The purchase of items using P-Cards must be charged against the appropriate line item in the department's budget. In no instance shall purchases be split to circumvent any per-transaction dollar limitations that may apply to the use of P-Cards. Purchases made during any thirty (30) day period charged to the same line item and made from the same vendor for the same, related, or similar items may be reviewed by the purchasing authority of the consolidated government to determine compliance with this policy.

Users of purchasing cards must follow all the policies and procedures governing their use including, but not limited to, providing vendors with proper sales tax exemption forms. Misuse of a purchasing card, fraudulent use, violations of procedures, or willful intent to circumvent any purchasing guidelines may result in loss of the use of the purchasing card and/or other disciplinary or legal action at the discretion of the County Manager.

Travel and Training

Scope

The travel and training policies apply to all elected officials and employees of the consolidated government for travel that is not part of their daily activities using government-owned vehicles.

Purpose

The intent of this policy is to provide for the funding of participation by elected officials and employees of the consolidated government in training and educational activities that are necessary or beneficial in the course of their duties, especially where those activities contribute toward the maintenance of professional certifications.

Approval for Travel or Training

All expenditures for travel or training activities of employees shall be approved in advance by the employee's immediate supervisor (if intermediate between the employee and the department/office head) and the department/office head responsible for the budget that will fund the expenditure.

Travel by department or department/office heads require approval in advance by the County Manager or Assistant County Manager as appropriate. Travel by Assistant County Manager requires approval in advance by the County Manager.

Nothing in this policy precludes approval by a department/office head or the County Manager of travel cost reimbursement after such costs have been incurred. In such instances, all costs and reimbursements must comply with all other provisions of this policy section.

Personal Automobile Use

The County Manager shall have the authority to authorize the ongoing use of a personal automobile by specific employees of the consolidated government. Such use must comply with all state laws, local laws, and policies of the consolidated government.

For all other employees of the consolidated government, use of a personal automobile or other vehicle for consolidated government business must have prior approval from the department or department/office head if the traveler desires reimbursement for costs incurred. The department or office head shall determine whether the use of a personal vehicle is appropriate.

In all cases, travelers who elect to use a private auto in lieu of travel by common carrier, where common carrier is practical, will be reimbursed the vehicle mileage expense or the amount of Economy Air Fare whichever is less.

Also, travelers who elect to use a rental vehicle in lieu of travel by common carrier, where common carrier is practical, will be reimbursed at the cost of the rental, not including mileage expense, or the amount of Economy Air Fare, whichever is less.

Lodging and Per Diem

Lodging and per diem limits established by the Internal Revenue Service for federal employees will be used for all travel reimbursements unless for logistical reasons a higher cost is approved. Higher costs may be incurred in order to obtain lodging at a conference hotel, especially if transportation to and from another lodging establishment would exceed the difference.

Meals for Out-of-County Travel

Travelers are allowed a per diem meal allowance while traveling on MBCG business. The per diem allowance is based on the IRS Standard Meal Allowance and varies depending on the particular city to which the traveler is traveling. The per diem rate for any city in the United States or internationally may be obtained from the department head or from the Finance Department.

For partial days of travel, i.e. the first and last day of a trip that includes overnight stays, or for single-day out-of-county travel, the per diem allowance shall be 75% of the daily per diem rate for the destination city.

Tips are included as part of the daily per diem allowance and will not be reimbursed as a separate expense.

Meals Within Bibb County

Expenses associated with meals for travelers to events occurring within the territorial limits of Bibb County may be reimbursed if one or more of the following conditions are met:

A. The traveler attended a seminar or conference at which the meal is an integral part of the seminar;

B. The traveler must participate in a meeting with an out-of-Bibb County individual or group whose principal purpose in Bibb County is to conduct business with MBCG. Extreme discretion should be used in spending travel funds for this purpose;

C. There is a meeting involving an elected official who is devoting their time to conducting MBCG business.

The meal cost reimbursement for the above circumstances will not exceed the IRS per diem allowance rate for MBCG in effect at that time.

Travel Advance

Travel advance requests must be approved by the employee's supervisor and submitted to the Finance Department. Requests should be submitted seven (7) business days prior to the date the advance will be needed. No travel advance funds will be distributed until two (2) business days prior to the date costs will be incurred or departure is required. All efforts should be made to have travel advances paid in advance by check written directly to the traveler.

Travel Expense

Travel expense forms must be approved by the employee's supervisor and submitted to the Finance Department. Expense forms should be submitted within three (3) business days following the completion of travel or return to regular scheduled duties. All travel reimbursement requests should be included on the travel expense report. Any reimbursement due to the traveler will be made by check within five (5) business days of receipt of the complete and approved travel expense form. Requests for reimbursement submitted after three (3) business days may be denied.

The key requirements for the reimbursement of travel or training expenses are:

• the employee has incurred deductible business expenses while performing services as a municipal employee;

•has obtained receipts for all expenses where a receipt is available showing amounts, vendors, dates, and place; and has maintained records for all other expenses (eg. Personal mileage); and
• has submitted a complete and accurate travel report.

A deductible business expense is anything that would be allowable under IRS rules for personal business expense deductibility. In general this includes reasonable meals and lodging expenses while traveling on business, but not expenses unrelated to the business purpose, or lavish or extravagant expenses including but not limited to:
• expenses incurred by any person other than the official or employee;
• expenses for entertainment, including but not limited to in room movies and mini-bars;
• alcoholic beverages;
• laundry service;
• personal articles, toiletries, souvenirs, etc.; and
• the direct expenses of operating a personal vehicle, such as gasoline, oil, parts, or repairs.

Capital Improvement Plan and Debt Management

Capital Assets and Planning

Scope

The consolidated government's capital asset policies shall encompass all land, building, equipment, infrastructure, and related capital assets owned by the consolidated government.

Purpose

The capital asset policies are designed to ensure that assets are acquired in an efficient manner; that assets owned by the consolidated government are maintained sufficiently to extend their useful life where those efforts are appropriate and cost effective; and to provide a stable level of capital investment.

Capital Assets

Any structure or other item acquired by the consolidated government, which is characterized by the current guidance of the Government Accounting Standards Board ("GASB") as a capital asset, shall be a capital asset for purposes of this policy section. Any land regardless of cost shall be a capital asset for purposes of this policy section. Any vehicle intended for use on a public road regardless of cost shall be a capital asset for purposes of this policy section.

Infrastructure in excess of $75,000 that is designed or intended to provide benefits beyond the year it is acquired by the consolidated government shall be a capital asset for purposes of this policy section.

Capital Assets in excess of $5,000 purchased with Federal Grant funds shall be a capital asset for purposes of this policy section.

Capital assets shall be reported at historical cost. In the absence of historical cost information, the asset's estimated historical cost may be used. For assets donated to the Consolidated government, the asset shall be capitalized at the fair market value as of the date of acceptance by the Board of Commissioners.

The acquisition costs of land should include:
- the purchase price;
- ancillary charges;
- the assumption of any liens or mortgages on the property; and
- improvements made to the land that are permanent in nature.

Examples of ancillary charges to be included in the capitalization costs are: legal and title fees, closing costs, appraisal and negotiation fees, surveying fees, site preparation fees, demolition costs, architect and accounting fees, insurance premiums during construction phase, and transportation charges.

Improvements other than Buildings (IMP): The consolidated government classifies improvements to land with limited lives, such as fences, parking lots, and walkways as land improvements. These improvements will be depreciated over the estimated useful lives.

Buildings (BLD): If the consolidated government purchases a building, the capitalized cost should include the purchase price and other incidental expenses incurred at the time of acquisition. If the building is constructed, the capitalized cost should include material, labor, supervision, and overhead, or the contract price, including costs such as: permits and licenses, architectural and engineering fees, insurance, title costs, and interest incurred on tax exempt debt.

Intangible non-financial assets are considered capital for purposes of this policy provided they meet all other requirements and definitions.

Estimated Useful Life

For purposes of depreciation, each asset is assigned an estimated useful life. Useful lives are based upon the category of assets. The life of the asset begins when it is put into service, which is recognized as the invoice date or date of acquisition. The estimated lives shall be based upon those recommended by the Government Finance Officers Association or the consolidated government's experience. In general, the estimated useful life assigned to any asset will be conservative.

The useful life of intangible assets may be established by contractual arrangement.

Funding

Any single item or acquisition costing less than $25,000 will normally be funded with current resources or with resources from fund balance as appropriate. Debt financing will be considered for any single item or acquisition costing over $25,000 that cannot be funded with current resources or with resources from fund balance. Debt of any type used for the acquisition of land or structures will be retired with evenly divided debt service payments over a period not longer than 25 years. In no instance will the retirement

of debt used to acquire a capital asset that is not land or a structure exceed the expected useful life of the asset. Vehicles and equipment will be financed by the most appropriate method at the time of acquisition.

Capital Improvement Plan

The consolidated government will establish a capital improvement plan (CIP) that develops a five-year schedule of projects in each capital asset category. The projects in year one of the CIP will be those that the governing body anticipates will be included in the capital budget for the next fiscal year. The projects in years two through five are those anticipated to be funded in the four subsequent fiscal years. Normally, each project identified and approved for the CIP will enter the schedule in year five and move up. Projects that meet emergency needs, have public safety or health implications, or create financial efficiencies in conjunction with another capital project in the CIP, may be approved for consideration in any fiscal year's capital budget.

The decision to approve a project for the CIP will be based on the project's anticipated benefits and feasibility. Prior to a project's inclusion in the capital budget for any fiscal year, the Finance Officer, the Budget and Strategic Planning Officer, and the appropriate department/office head will conduct, or have performed, a rigorous evaluation of each project with respect to feasibility and usefulness. This may include cost-benefit analysis, return on investment, or other financial or economic analysis. The Finance Officer will also identify funding availability for any project proposed for the capital budget.

Transfer or Disposal of Capital Assets

All capital assets are the property of the consolidated government. They may not be sold, donated, discarded, abandoned, or transferred to another owner without a recommendation from the department head responsible for the asset and authorization for such disposition by the Procurement Director, County Manager, or designee authorized by the Procurement Director or County Manager. In all cases, assets shall not be sold, donated, discarded, abandoned, or transferred except via the procedures contained in this policy section.

The disposition of capital assets that the consolidated government purchased with federal grant funds must follow federal guidelines. The guidelines for the specific grant, or federal general guidelines, will dictate the duration of time that the asset must remain in the property of the consolidated government. Any applicable guidelines indicating the disposition of the proceeds from the sale of the asset shall be followed explicitly.

Firearms in use by the law enforcement agencies of the consolidated government shall not be sold, but may be offered as trade-in to licensed law enforcement equipment dealers approved to do business with the consolidated government, for the exclusive purpose of acquiring new firearms and related equipment for use by the law enforcement agencies of the consolidated government, as long as there are sufficiently appropriated funds for the purchase. A surplus firearm assigned to a sworn law enforcement officer as his/her duty weapon may be offered by the Consolidated government to the law enforcement officer upon retirement, subject to the approval of the Sheriff.

The Procurement Director or designee, in consultation with appropriate agency heads, shall estimate the value of any property or capital asset being sold.

Property with an estimated value of less than $2,500 may be sold in the open market without advertisement and without bids. The Procurement Director or designee shall submit the proposed sale price along with a description of the asset to the County Manager for approval. Following approval by the County Manager, the consolidated government's Procurement Director or designee shall be responsible for managing and conducting sales described herein.

Assets with an estimated value greater than $2,500 shall be sold with competitive bidding either by sealed bids or auction to the highest bidder.

Impairment of Assets

Capital assets are periodically reviewed for impairment. A capital asset is considered impaired if both (a) the decline in service utility of the capital asset is large in magnitude and (b) the event or change in circumstance is outside the normal life cycle of the capital asset.

Impaired capital assets that will no longer be used by the government are reported at the lower of carrying value or fair value.

Impairment losses on capital assets that will continue to be used by the government are measured using the method that best reflects the diminished service utility of the capital asset. The method selected should be documented and approved by management.

• Restoration cost approach – uses estimated cost to restore the capital asset to identify the portion of the historical cost that should be written off.
• Service units approach – compares the service units provided by the asset before and after the impairment event/circumstance.
• If evidence is available to demonstrate the impairment will be temporary, the capital asset should not be written down.
• Insurance recoveries, when applicable, are netted with the impairment loss.

Debt Administration

Scope

The consolidated government's debt policy shall encompass any use of debt proceeds by any fund of the consolidated government.

Purpose

The goal of the consolidated government is to maintain sound fiscal policies while allowing for the use of long-term debt financing for the acquisition of needed capital improvements. The use of debt financing will be managed in a manner to maintain the highest possible credit rating and still meet the capital needs of the community.

Proceeds from the issuance of long-term debt shall not be used to fund operations including the planning, design, or engineering of major capital projects performed by consolidated government employees.

Short-term debt instruments will normally be used only for cash flow purposes and will be in the form of tax anticipation notes.

Types of Debt

• Debt includes general obligation bonds, revenue bonds, certificates of obligation, certificates of participation, lease/purchase agreements, and other obligations.
• When feasible, special assessment, revenue, or other self-supporting bonds shall be issued before general obligation bonds.
• Lease contracts approved through the Finance Committee shall be reviewed to identify and properly account for lease-purchase transactions.
• Tax anticipation notes shall be used only for short-term cash flow needs and will be issued with repayment periods not to exceed 180 days.

Debt Structure

Debt issues will be structured with a schedule for principal retirement that provides for approximately level annual payments over the repayment period. There shall be no “balloon” bond repayment schedules that call for large annual principal payments at the end of the term. The consolidated government will also strive to maintain an interest payment schedule on each bond issue sold that calls for evenly spaced payment amounts based on the remaining principal balance to avoid front-loaded or back-loaded schedules.

Bond Team

The consolidated government will utilize the expertise of a qualified, experienced Financial Advisor and Bond Counsel for all long-term general obligation and revenue bonds.

Rating Agencies

The consolidated government shall maintain good communications with bond-rating agencies about its financial condition and shall follow a policy of full disclosure on every financial report and bond prospectus.

Finance Department staff in conjunction with the County Manager’s Office, with assistance of financial advisors, shall prepare the necessary materials and presentations to the rating agencies.

Credit ratings shall be sought from one or more of the nationally recognized municipal bond rating agencies: Moody's, Standard & Poor's, and Fitch IBCA.

The consolidated government is committed to providing continuing disclosure of financial information and pertinent credit information relevant to its outstanding securities and shall abide by the provisions of Securities and Exchange Commission Rule 15c2-12 concerning primary and secondary market disclosure.

Debt Limit

The Legal Debt limit for the consolidated government for General Obligation Bond debt is determined by the constitution of the State of Georgia to be 10% of the total assessed value of all real, personal, and public utility property.

The consolidated government will seek to maintain the ratio of General Fund plus SPLOST debt service as a percent of General Fund & SPLOST Fund Revenues at a level not to exceed 15%.

The consolidated government will consider the total amounts of all overlapping debt on property in the consolidated government in determining the appropriateness of its use of debt.

Arbitrage Compliance

The Department of Finance maintains a system of recordkeeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. Arbitrage rebate calculations will be completed by either the Finance Officer, or by a financial advisor or outside arbitrage consultant selected through a Request for Proposal process. Arbitrage rebate liabilities will be calculated annually and the liability will be reported in the Macon-Bibb County Consolidated Government's CAFR or annual financial statements.

Interfund Borrowing

Where cost effective, the Commission may choose to issue loans between funds. A document outlining the amount, interest rate on the loan, repayment terms, and other pertinent conditions of the loan will be completed by the County Manager at the direction of the Commission. The document shall then be submitted to the Commission for final approval. Interfund borrowing shall only be used for temporary cash flow management and must be approved by the Commission. The Finance Officer shall report to the County Manager and the Commission at least quarterly on the status of all interfund loans.

Grants Management

Scope

Grant administration policies apply to all resources received by the consolidated government from a granting agency or government.

Purpose

Grant administration policies are adopted to ensure that the consolidated government manages all grant resources in a manner that complies with all controlling laws or grant agreements, and that the use of grant resources benefits its citizens as intended.

Grant resources will not be used to fund ongoing program operations of the consolidated government or any of its agencies or departments unless the grant is designed and intended by the granting agency specifically for that purpose. In no instance shall the acceptance of a grant commit future operating costs of the consolidated government unless approved by the governing body.

Grant Process

Identification

Grant opportunities may be identified by any department of the consolidated government or by any outside agency that wishes to have the consolidated government provide grant services including acting as a fiscal agent.

Information on grants that departments/offices wish to pursue should be sent to the Grant Resources Administrator as a formal Request for Grant Assistance. In most cases, requests must allow sufficient time prior to any grant application submission deadlines for the Grant Resources Administrator to prepare a recommendation to the governing body concerning the appropriateness of the grant with regard to purpose as it relates to goals of the consolidated government. Where grant submission deadlines preclude prior approval of the governing body, the Request for Grant Assistance shall be reviewed by the County Manager and the Budget and Strategic Planning Officer. Upon their approval, the grant application may proceed provided the application does not commit any financial resources of the consolidated government. If a commitment of financial resources of the consolidated government is required then the grant application should be submitted to the governing body as soon as feasible for consideration and must be withdrawn if not approved.

The Budget and Strategic Planning Officer shall instruct the Grant Resources Administrator to provide departments of the consolidated government with a form or process for requesting grant assistance and approval. Information in the request should include:

- the granting agency;
- the purpose of the grant;
- the anticipated amount of the grant;
- any matching funds or other resources required and their availability;
- whether acceptance of the grant or the activities associated with the grant will have budget implications in subsequent years and an estimate of those implications; and
- a discussion of how the grant advances the objectives of the consolidated government.

Grant Application

The grant application will be developed by the Grant Resource Administrator in consultation with the department that identified and/or will oversee grant administration. It is the responsibility of the Grant

Resource Administrator to ensure that all grant applications are complete, and all information included is accurate.

Grant Administration

The Finance Officer, in conjunction with the Budget and Strategic Planning Officer, will establish accounting procedures that will allow distinguishable, complete, and transparent management and reporting of the resources of each grant received by the consolidated government. The Budget and Strategic Planning Officer or Grant Resources Administrator will work with the managing department and grantor to provide documentation needed to fulfill the requirements of the grant and receive funds. Programmatic reporting to the granting government or agency will normally be the responsibility of the managing department. Grant resources will be used in compliance with all existing laws of the State of Georgia and all requirements set forth by the granting agency or government.

Reporting and Auditing

The Grant Resource Administrator will report quarterly to the Finance Officer and the Budget and Strategic Planning Officer on the status of all grants received by the consolidated government.

The Finance Department shall comply with all local, state, and federal requirements with respect to the auditing of information as they pertain to the acceptance of grant funds. This includes the Single Audit Act, with any future revisions or additions that may be applicable to the consolidated government.

The managing department of each grant shall cooperate with the Finance Department, external auditors, and grantor agency auditors in assuring timely and thorough responses to all requests for information on the use of grant resources and the status of grant projects.

Outside Agencies

An outside agency requesting grant services from the consolidated government shall provide the following information: organizational and financial structure, copy of most recent financial statement audit, list of previous funds received from the consolidated government, certification of grant-funded program compliance, and program sustainability plan, where applicable.

An outside agency requesting that consolidated government serve as the fiscal agent for a grant must submit a resolution adopted by its Board to the consolidated government's governing body requesting the assistance. The resolution shall certify that all grant proceeds will be used in strict compliance with the rules and regulations as set forth in the grant document and that the agency's applicable financial records will be maintained in accordance with the consolidated government's financial policies. The resolution shall also certify that the agency agrees to hold the consolidated government harmless with respect to any claims associated with or arising out of the misuse of grant proceeds.

An outside agency that receives grant proceeds as a result of the consolidated government's agreement to serve as fiscal agent must maintain financial records documenting the use of grant proceeds and compliance with grant requirements. Such records must be maintained for a minimum of five years after the end of the fiscal year in which the grant is closed or for a longer period if required by the grantor agency. If any litigation, claim, negotiation, audit or other action involving the records has been initiated prior to the expiration of the retention period, the records must be retained until resolution of all issues. Records shall be available for audit, inspection and review by the consolidated government, any designated agent of the consolidated government, or state or federal government agencies, upon reasonable notice. The outside agency shall notify the consolidated government 90 days prior to destruction of any such records.

Revenue and Financial Resources Management

General Revenue Policy

Scope

The revenue policies of the consolidated government apply to all governmental and proprietary funds.

Purpose

Revenue policies are established to promote an overall system of revenues that will provide stability in total resources available from year to year; sufficiency for the operations of the consolidated government; and equity to the citizens of the consolidated government.

Balance and Diversification

The consolidated government will seek to diversify its revenue sources in order to minimize the effects of changes to local, state, and national economic conditions, or to changes in the demands for services.

The consolidated government shall not utilize one-time revenue sources for ongoing operating expenditures. A conservative approach shall be utilized in estimating unpredictable revenues to prevent dependence on upswings in unpredictable revenues.

Collections

The consolidated government will make a concerted effort to collect all revenues due to the Macon-Bibb County Consolidated Government in order to promote equity for all taxpayers.

Property Tax Revenues

Property tax administration will follow all state laws. While the consolidated government's efforts to achieve balance and diversity in its revenue system are designed, in part, to minimize reliance on property taxes, this revenue source provides a significant level of resources to fund programs that benefit the community as a whole.

User Fees

User fees will be established to fund services that provide benefits to individual citizens who choose to utilize the goods or services and where the goods or services are provided in units.

Services that promote the health and well-being of citizens may be provided at a reduced fee level, sliding scale fee, or other fee system, and subsidized from other resources (e.g., health services, youth sports programs).

New or Modified Revenue Sources

The consolidated government will seek new revenue sources, or modify existing ones, when such changes will:

• increase the stability of the overall revenue system;

• reduce reliance on property tax revenues;
• increase the equity of the revenue system; or
• meet the community's demand for new or increased services.

Earmarking
The governing body will earmark a revenue source for a particular purpose where required to comply with state law, grant restrictions, or other specific purpose established when the revenue source was first instituted.

Interfund Transfers
Transfers between funds are permitted to the extent the transfers are calculated based on services provided by the fund receiving the transfer.

Revenue Estimate

Scope
This policy applies to all funds of the consolidated government for which an annual budget is adopted by the governing body.

Purpose
The objectives of revenue estimation policies are to facilitate planning and to avoid, to the greatest extent possible, unanticipated shortfalls during execution of a budget.

Estimation Technique
The consolidated government shall use a conservative, objective, and analytical approach when preparing revenue estimates. The process shall include analysis of probable economic changes and their impacts on revenues, historical collection rates, and trends in revenues. This approach should reduce the likelihood of actual revenues falling short of budget estimates during the year and should avoid mid-year service reductions.

The Finance Officer will evaluate the accuracy of the revenue estimates quarterly and following the end of each fiscal year. Inaccuracies of estimates for any single revenue source greater than 5 percent will be analyzed and evaluated to identify the cause of the inaccuracy. If appropriate, the Finance Officer will make adjustments to the estimation techniques in subsequent fiscal years.

Cash Control

Scope

This policy applies to all cash or any cash equivalent including currency, coin, and checks which are for deposit or convertible by any means, handled by employees of the consolidated government where the consolidated government has an ownership interest in, or fiduciary responsibility for the protection or control of the financial asset.

Purpose

The objectives of this policy section are to protect the financial assets of the consolidated government and those which are entrusted to it in a fiduciary arrangement, and to maximize the ability of those assets to produce income from deposit or investment.

Deposit of Cash

All cash in excess of approved beginning cash drawer amounts shall be deposited in accordance with procedures established by the Finance Officer where appropriate.

Cash Management

Written guidelines on cash handling, accounting, segregation of duties, and other financial matters in all departments/offices of the consolidated government shall be approved by the Finance Officer and maintained and communicated to all employees responsible for handling cash.

Each department/office or department head shall ensure that departmental procedures are adequate to safeguard the financial assets of the consolidated government.

Staffing and training shall be reviewed periodically to ensure adequacy.

The timing and amount of cash needs and availability shall be systematically projected in order to maximize interest earnings from investments.

Any discrepancy or irregularity in cash handling or control shall be reported to the Finance Officer immediately.

Investment (Other than Pension and OPEB Trust Funds)

General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Internal Service Funds, Enterprise Funds, And New Funds

Purpose
It is the policy of Macon-Bibb County to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow needs of the County and comply with all state statutes governing the investment of public funds.

Scope
This investment policy applies to all non-retirement financial assets of Macon-Bibb County. These assets are accounted for in the various funds of the County and include the general fund, special revenue funds, debt service funds and capital project funds (unless bond ordinances and resolutions are more restrictive), enterprise funds, internal service funds, and any new funds established by Macon-Bibb County.

Objectives
The primary objectives, in priority order, of the County's investment activities shall be:

Safety – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

Diversification – The investments will be diversified by security type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Liquidity – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

Return on Investment – The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycle, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

Delegation of the Authority to Make Investments
The authority to manage the investment program and invest the financial resources of the consolidated government for all non-retirement financial assets of Macon-Bibb County is delegated to the Finance Officer. The Finance Officer shall establish the written procedures and internal controls for the operation of the investment program consistent with this investment policy which shall be reviewed by the County Manager and outside financial consultants as deemed appropriate by the Finance Officer and County Manager. Procedures should include references to: safekeeping, cash purchase or delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/ depository agreements and banking service contracts. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Officer. The Finance Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Legal Investments
The Finance Officer is limited to investments established by Georgia Code Section 36-83-4, and may invest in the following:

a) Obligations of this state or of other states;
b) Obligations issued by the United States government;
c) Obligations fully insured or guaranteed by the United States Government or a United States government agency;
d) Obligations of any corporation of the United States government;
e) Prime bankers' acceptances
f) The local government investment pool established by Code Section 36-83-8;
g) Repurchase agreements; and
h) Obligations of other political subdivisions of this state.

Safekeeping and Custody – All security transactions, including financial institution deposits, entered into by the Director of Finance and County Manager shall be on a delivery vs. payment basis. Securities may be held by a third-party custodian designated by the Finance Officer.

Diversification – Macon-Bibb County will diversify its investments by security type and institution. With exception of U.S. Treasury securities and authorized pools, no more than the percentages listed below of the Macon-Bibb County's total investment portfolio will be invested in a single security type or with a single financial institution- 50% obligations of State government, 25% repurchase agreements and municipal bonds, 20% prime banker's acceptance.

Maximum Maturities
To the extent possible, Macon-Bibb County will attempt to match its investment with anticipated cash flow requirements. The portfolio will not have an average duration exceeding 4 years.

Reporting
The Finance Officer shall provide to the Macon-Bibb County Commission quarterly investment reports which provide a clear picture of the status of the current investment portfolio. The management report should include comments of the fixed income markets and economic conditions, discussions regarding restrictions on percentage of investment by categories, possible changes in the portfolio structure going forward and thoughts of investment strategies. Schedules in the quarterly report should include the following:

a) A listing of individual securities held at the end of the reporting period by authorized investment category
b) Average life and final maturity of all investments listed
c) Coupon, discount, or earnings rate
d) Par value, amortized book value and market value
e) Percentage of the portfolio represented by each investment category

Performance Standards
The investment portfolio shall be designated with the objective of obtaining a rate of return throughout the budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. Macon-Bibb County's investment strategy can be either active or passive depending on the fund

and objectives. The basis to determine whether market yields are being achieved shall be the average daily FED fund rates and the six-month U.S. Treasury bill.

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution to the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the County Manager any material financial interest in financial institutions that conduct business within Macon-Bibb County, and shall further disclose any large personal financial/investment positions that could be related to the performance of Macon-Bibb County, particularly with regard to the time of purchases and sales.

Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

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☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZING THE MAYOR TO ABANDON THAT CERTAIN PORTION OF RIGHT-OF-WAY RUNNING BETWEEN NORTHERN STREET AND JOINER LANE AND REMOVING SUCH PATH FROM THE OFFICIAL ROAD MAP OF MACON-BIBB COUNTY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County is in receipt of a petition to purchase an unnamed alley running between Northern Street and Joiner Lane and lying adjacent to the real property known as 847 Northern Street, as more readily shown on the attached Exhibit A (the "Alley"), incorporated herein by reference; and

WHEREAS, pursuant to O.C.G.A. § 32-7-2 et seq., prior to the disposal or transfer of any public right-of-way, including public roads, road rights-of-way, and alleys, such public rights-of-way must be properly abandoned, with such finding that the right-of-way in question has ceased to be used by the public to the extent that no substantial public purposed is served by it or that its removal from the system of county roads and rights-of-ways is otherwise in the public interests; and

WHEREAS, O.C.G.A. § 32-7-2 further provides that a public hearing must be held to prior to the abandonment of any portion of road or right-of-way; and

WHEREAS, a public hearing on the abandonment of the Alley was held on May 5, 2026, at 5:45 p.m. EST in the Commission Chambers of Macon-Bibb County City Hall, with notice of such hearing published in the county legal organ on April 22, 2026, and April 29, 2026; and

WHEREAS, the Macon-Bibb County Commission finds that the subject alley has ceased to be used by the public and that no public purpose is served by maintaining them as public rights-of-way; and

WHEREAS, for these reasons, the Macon-Bibb County Commission desires to abandon the aforesaid alleyway and disclaim any interests it may hold in the space as a public right-of-way; and

WHEREAS, the County Engineer concurs with the abandonment of the aforesaid alleyway; and

WHEREAS the Macon-Bibb County Commission finds this Resolution necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, LET IT BE RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission authorizes the closure and abandonment of the Alley as identified herein and more readily shown on the attached Exhibit A and that such portion of right-of-way shall no longer be part of the road and rights-of-ways system of Macon-Bibb County.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission 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.

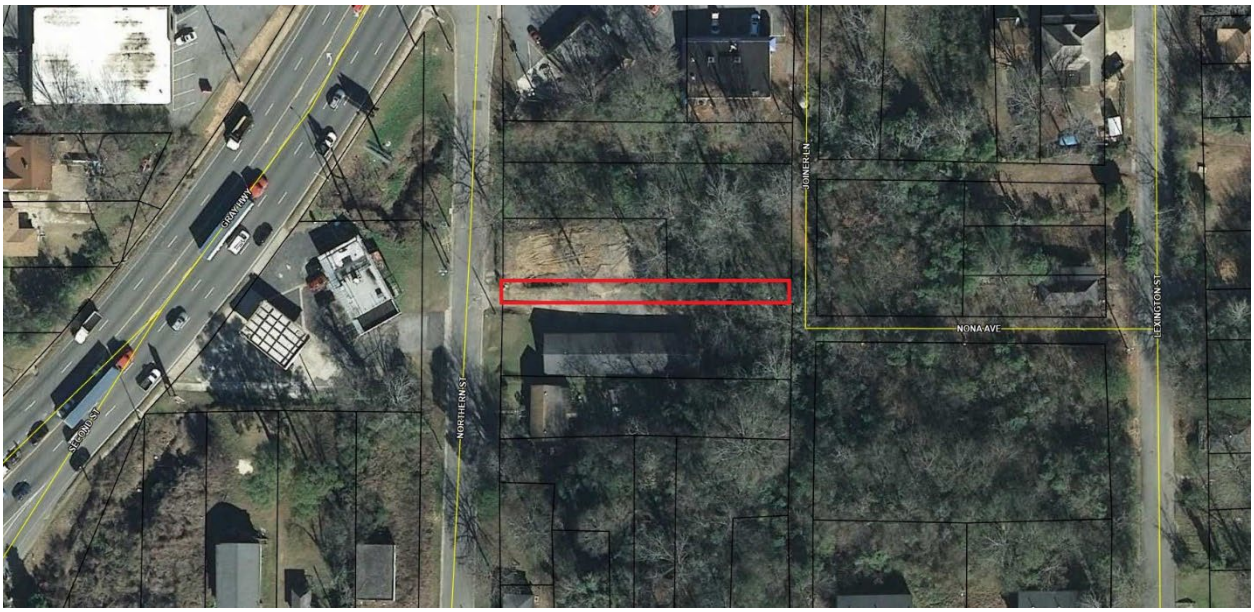
APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, Clerk of Commission

J:\RES MACON-BIBB\2026 Miller Authorizing the Abandonment of Unnamed Alley adjacent to Northern Street - 3-31-26.docx

EXHIBIT A



This image depicts the 15-foot alley to be abandoned highlighted in red, running between Northern Street and Joiner Lane.

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE A QUITCLAIM DEED IN FAVOR OF DANIWIN ASSOCIATES, LLC, FOR THE SALE OF REAL PROPERTY TOTALING 0.07 OF AN ACRE, MORE OR LESS, FOR ITS APPROXIMATE FAIR MARKET VALUE OF $565.00; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Section 19-12 (c) of the Macon-Bibb County Code of Ordinances provides that real property of Macon-Bibb County in narrow strips or so shaped or so small as to be incapable of being used independently as zoned or as streets may be sold or conveyed to abutting property owners where such sale or conveyance facilitates the enjoyment of the highest and best use of the abutting property; and

WHEREAS, Daniwin Associates, LLC ("Petitioner"), is the owner of certain properties located at 855 Northern Street and 847 Northern Street, abutting the unnamed alleyway running between Northern Street and Joiner Lane; and

WHEREAS, the Petitioner desires to purchase the former alley (the "Property") running between the currently owned properties, as more readily shown in the attached Exhibit A, incorporated herein by reference; and

WHEREAS, the County Engineer has determined that the Property is designated in historical plats as a public alley and/or rights-of-way; and

WHEREAS, in compliance with the laws of the State of Georgia, Macon-Bibb County has, contemporaneously with this Resolution, abandoned any interest of the public in said alleyway by Resolution of the Macon-Bibb County Commission, having held a public hearing on May 5, 2026; and

WHEREAS, the Macon-Bibb County Engineer has rendered his opinion that this property is of such a small size and shape as to be unsuitable for the purposes for which it was zoned; and

WHEREAS, the Petitioner owns two properties abutting the Property petitioned for with one other abutting property, known as 863 Northern Street, where the owner would qualify as an eligible potential purchaser; and

WHEREAS, notice of the petition to purchase and the option of other abutting landowners to bid on the Property was duly published in the local legal organ on February 18, 2026, and February 25, 2026, with a deadline to put in a competing bid by March 13, 2026; and

WHEREAS, no contact was received from any other eligible potential purchaser regarding this property; and

WHEREAS, pursuant to the authorization under State law and local Code, the Macon-Bibb County Commission desires to sell the Property to the Petitioner for its fair market value of $565.00; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution protects or promotes the health, safety, welfare, and morals of Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to convey the Property identified in the attached Exhibit A, to Daniwin Associates, LLC, for its fair market value of FIVE HUNDRED SIXTY-FIVE DOLLARS AND 00/100 CENTS, by execution of quitclaim deed in a form to be approved of by the County Attorney, and to execute any other documents necessary to complete this transaction.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission 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.

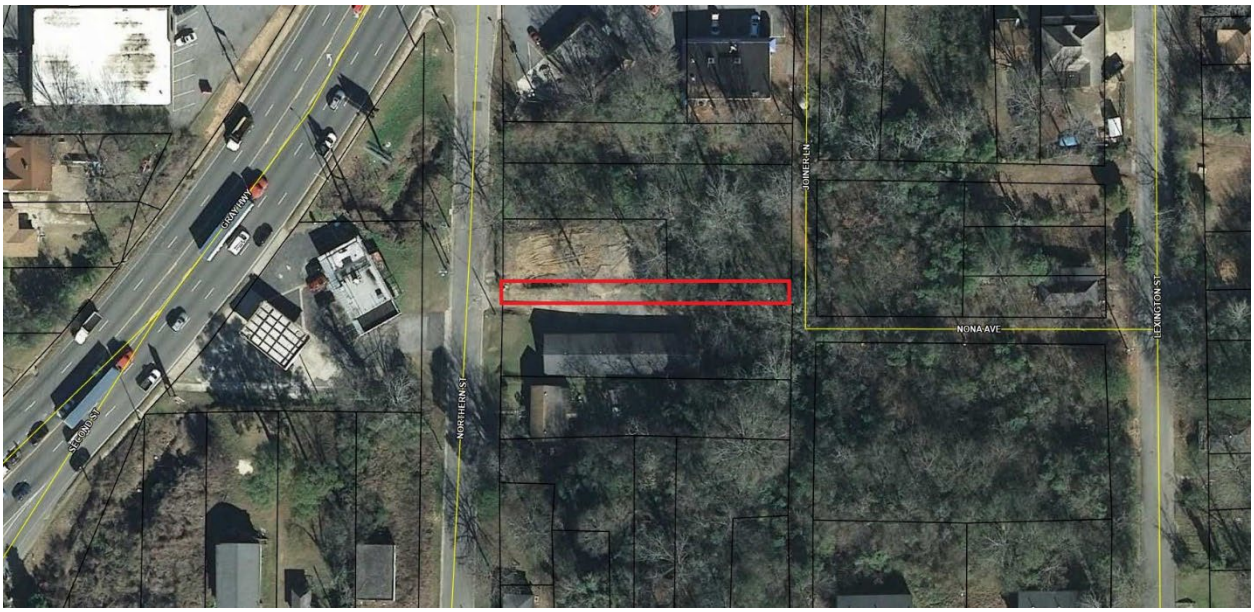
APPROVED AND ADOPTED this _____ day of _____, 2026.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, Clerk of Commission

J:\RES MACON-BIBB\2026 Miller Sale of alleyway to Daniwin Associates, LLC - $565.00 - 0.07 acre - 4-28-29.docx

EXHIBIT A



This image depicts the 0.07 acres, more or less, of former alleyway to be transferred to Daniwin Associates, LLC for its fair market value of $565.00,

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO CREATE AND ACTIVATE A JOINT DEVELOPMENT AUTHORITY OF AMONGST MACON-BIBB COUNTY, PEACH COUNTY, AND HOUSTON COUNTY NAMED THE MID-GEORGIA GATEWAY JOINT DEVELOPMENT AUTHORITY

WHEREAS Macon-Bibb County, Georgia, Houston County, Georgia and Peach County, Georgia desire to partner to recruit jobs and investment to their communities through joint economic development efforts; and

WHEREAS to further this goal, the counties desire to create a joint development authority to exercise the powers granted such authorities under O.C.G.A. §36-62-5.1 in connection with the development of large tract of land located in Peach County, Georgia and further described in Exhibit "A" (the "Middle Georgia MegaSite"); and

WHEREAS the counties will each invest funds in support of the Middle Georgia MegaSite and each receive tax revenues therefrom pursuant to a revenue sharing agreement; and

WHEREAS the counties desire to partner with the State of Georgia on the development of the Middle Georgia MegaSite for the betterment of the region.

NOW THEREFORE, BE IT RESOLVED by the elected Commission of Macon-Bibb County, Georgia a consolidated government and political subdivision of the State of Georgia, in a public meeting duly assembled, resolves as follows:

Section 1. **ACTIVATION OF THE AUTHORTIY.** It is hereby declared that there is a need for a joint development authority to be comprised of Macon-Bibb County, Georgia, Houston County, Georgia and Peach County, Georgia. Such authority, to be known as the Mid-Georgia Gateway Joint Development Authority, is hereby created and activated pursuant to the provisions of GA. L. 1981, p 1419, as amended, and the Official Code of Georgia Annotated §36-62-5.1 by this Resolution and reciprocal resolutions adopted by Peach County and Houston County. Said Authority, herein called the Authority, shall transact business pursuant to, and exercise the powers provided by the provisions of, the Development Authorities Law, codified in the Official Code of

Georgia Annotated Title 36, Chapter 62, as the same now exists and as it may be hereafter amended.

Section 2. **JURISDICTION.** The Authority shall have jurisdiction to perform all functions and duties granted such joint authorities pursuant to O.C.G.A. §36-62-5.1 within a geographical boundary which extends to what is known as of the date hereof as the "Middle Georgia MegaSite" as depicted and described on attached Exhibit "A". Said boundaries may be extended by Resolution of the Authority and approval by the Peach County Board of Commissioners to include property contiguous to the Middle Georgia MegaSite or to any property that is directly accessible to State Route 96 running west from the Mega Site to the corporate municipal city limits of Fort Valley and running east to the Houston County line.

Section 3. **BOARD OF DIRECTORS.**

(a) *Board:* The Authority shall be controlled by a Board of Directors (the "Board") consisting of eight (8) directors who are residents of Peach County, Macon-Bibb County or Houston County and otherwise meet the criteria herein.

(b) *Appointment:*

a. Houston County shall appoint two (2) directors to the Board with one director being the Chairman of the Houston County Board of Commissioners and the second director being the Chairman of the Development Authority of Houston County.
b. Macon-Bibb County shall appoint two (2) directors to the Board with one director being the Mayor of the Macon-Bibb County Commission and the second director being the Chairman of the Macon-Bibb County Industrial Authority.
c. Peach County shall appoint four (4) directors to the Board with one director being the Chairman of the Peach County Board of Commissioners, one director being the Chairman of the Peach County Development Authority, one director being the Vice Chairman of the Peach County Board of Commissioners, and one director being the Chairman of the Peach County Board of Education.

(c) *Terms:* The initial eight (8) directors of the Authority are appointed by virtue of their elected or appointed official status on the County Boards of Commissioners, County Development Authorities, or Board of Education as listed in Exhibit "B". The initial terms commence as of May 1, 2026 and end when the set election term or appointment term for each director ends.

Following the initial term, terms of all directors shall be commensurate with their elected term of office or the term of their appointment as Chairman or Vice Chairman as shown on Exhibit "B". Directors shall become disqualified from service once they no longer hold the elected or appointed position. Additionally, if a director no longer meets the

residency requirements under which they were appointed, they shall become disqualified from service.

(d) *Compensation: The* directors shall receive no compensation for their services but shall be reimbursed for their actual expenses incurred in the performance of their duties.

(e) *Quorum/Action:* A majority of the directors of the Authority shall constitute a quorum, but no action may be taken by the Authority without the affirmative vote of a majority of the eight member Board regardless of vacancies.

(f) *Meetings:* The directors of the Authority shall meet at least quarterly and shall develop an operational business plan for the Authority.

Section 4. **OFFICERS.** The directors of the Board shall elect one (1) of their members as chairperson and another as vice chairperson and shall also elect a secretary and a treasurer or a secretary-treasurer, either of whom may, but need not be, a director.

Section 5. **AUDITED FINANCIAL STATEMENTS.** Pursuant to O.C.G.A. §36-62-5.1(g)(4)A), the Authority shall provide to the fiscal officer of a participating county an audited financial statement if such audit has been required by the participating county within six months of the end of the previous fiscal year.

Section 6. **FILING WITH SECRETARY OF STATE.** A copy of this resolution shall be filed with the Secretary of State of Georgia.

Section 7. **EFFECTIVE DATE.** This joint and concurrent resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval, and the Mid-Georgia Gateway Joint Development Authority shall exist as of May 1, 2026, provided that this resolution shall stand repealed by operation of law if the governing authorities of Houston and Peach Counties have not also adopted legislation creating the Mid-Georgia Gateway Joint Development Authority by May 31, 2026.

Section 8. **INCORPORATION OF PREAMBLE.** 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.

Section 9. **IMPLIED POWERS GRANTED.** 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.

Section 10. **CORRECTION OF SCRIVENER'S ERRORS.** 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.

Section 11. **REPEAL OF CONFLICTING PROVISIONS.** 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.

Section 12. **NOMENCLATURE NOT CONTROLLING.** 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.

Execution Page for A Resolution of the Commission of Macon-Bibb County to Create and Activate the Mid-Georgia Gateway Joint Development Authority made and entered into as of the ___ day of _____, 2026.

MACON-BIBB COUNTY COMMISSION

By: _____

Mayor

(SEAL)

Attest:

_____

Clerk/Secretary

Exhibit A

Jurisdictional Boundaries at Formation

The jurisdiction of the Authority as of the date hereof includes the property depicted below.

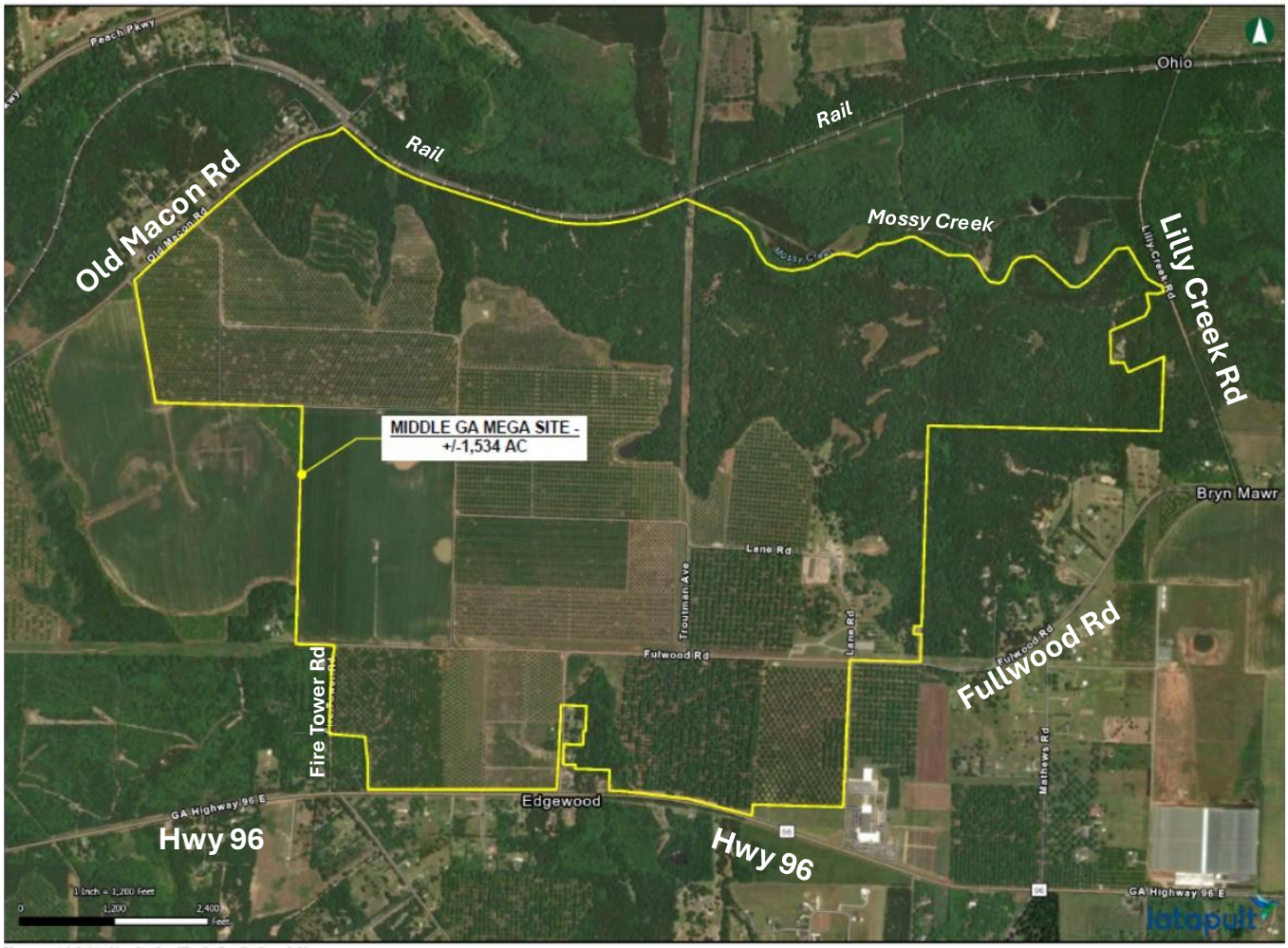


Exhibit B

Initial Terms for all Directors

County Represented	Board Position	Name of Initial Director	Position	Initial Term Start	Initial Term End	Duration of Term after Initial Term
Peach	1	Roy Lewis	Chairman of Board of Commissioners	5/1/2026	12/31/26	1 year
Peach	2	David Cleveland	Chairman of Development Authority	5/1/2026	12/31/26	1 year
Peach	3	Betty Hill	Vice Chairman of the Board of Commissioners	5/1/2026	12/31/26	1 year
Peach	4	Scott Hodges	Chairman of the Peach County Board of Education	5/1/2026	12/31/26	2 years
Houston	5	Dan Perdue	Chairman of the Board of Commissioners	5/1/2026	12/31/26	4 years
Houston	6	Marian Fraley	Chairman of the Development Authority of Houston County	5/1/2026	12/31/26	1 year
Macon-Bibb	7	Lester Miller	Mayor	5/1/2026	12/31/28	4 years
Macon-Bibb	8	Robby Fountain	Chairman of the Macon-Bibb County Industrial Authority	5/1/2026	3/31/27	1 year

CLERK'S CERTIFICATE

I, the undersigned Clerk to the Commissioners of Macon-Bibb County, Georgia, DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution duly adopted by the Commission at a regular meeting held on _____, 2026, which meeting was open to the public and at which a quorum was present and acting throughout. The original of said resolution is in my custody and control and said resolution has not been amended, rescinded, or repealed.

WITNESS my hand and official seal this _____ day of _____, 2026.

_____

Clerk to Commission

of Macon-Bibb County

(SEAL)

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE VALERIE WYNN**
☐ **COMMISSIONER PAUL BRONSON**	☐ **COMMISSIONER STANLEY B. STEWART**
☐ **COMMISSIONER JOEY HULETT**	☐ **COMMISSIONER ANDREA COOKE**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER DONICE BRYANT-CATO**	☐ **COMMISSIONER BRENDALYN BAILEY**

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND SECTION 1-6 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES RELATING TO SERVICE OF CITATIONS OR ACCUSATIONS IN CASES CONCERNING CONDITIONS OF REAL PROPERTY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission finds that there is an ongoing problem with out-of-town or out-of-state property owners maintaining properties in Macon-Bibb County in conditions that are out of compliance with applicable codes; and

WHEREAS, O.C.G.A. § 15-10-62 allows for local jurisdictions to serve citations or accusations on absent property owners in cases involving conditions of land, to try the case in absentia in the Magistrate Court of Macon-Bibb County if the owner does not appear, and to place a lien on the property in the amount of any fine issued, provided that local jurisdictions must first adopt an ordinance to that effect; and

WHEREAS, the Macon-Bibb County Commission desires to hold accountable those property owners who chronically fail to maintain their properties by utilizing this statutory process; and

WHEREAS,

Section 1-6 of the Macon-Bibb County Code of Ordinances currently provides in its entirety,

Section 1-6.- Enforcement and general penalty.

(a) Except as otherwise expressly provided in this Code, and except where jurisdiction is expressly reserved in this Code or in State or Federal law, the Macon-Bibb County Code Enforcement Department, or any successor department thereto, shall have jurisdiction and authority, concurrent with any office or agency as designated herein and with the Sheriff of Macon-Bibb County or any other duly constituted law enforcement agency whose

territorial jurisdiction includes Macon-Bibb County, to enforce all regulatory or prescriptive provisions of this Code, including by issuing citations for the violation thereof, as provided herein, or by instituting and maintaining whatever legal proceedings are, in the opinion of the County Attorney, otherwise necessary or appropriate to enforce compliance with the provisions of this Code, including the power to seek injunctive or equitable relief.

(b) Whenever in this Code or in any ordinance of Macon-Bibb County any act is prohibited or is made or declared to be unlawful or an offense, or whenever in the Code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this Code or any ordinance shall be punished by a fine not exceeding one thousand dollars ($1,000.00), by sentence to work on the streets or public works for a period not exceeding sixty (60) days or imprisonment for a term not exceeding one hundred eighty (180) days, any or all of these penalties in the discretion of the judge.

; and

WHEREAS, the Macon-Bibb County Commission now desires to amend Section 1-6 by adding a new subsection (c) so as to adopt and include the service of process mechanism that is set forth in O.C.G.A. § 15-10-62; and

WHEREAS, the Macon-Bibb County Commission finds this amendment 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 1-6 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and reenacted to provide as follows:

Chapter 1 – GENERAL PROVISIONS
Section 1-6.- Enforcement and general penalty.

(a) Except as otherwise expressly provided in this Code, and except where jurisdiction is expressly reserved in this Code or in State or Federal law, the Macon-Bibb County Department of Code Enforcement, or any successor department thereto, shall have jurisdiction and authority, concurrent with any office or agency as designated herein and with the Sheriff of Macon-Bibb County or any other duly constituted law enforcement agency whose territorial jurisdiction includes Macon-Bibb County, to enforce all regulatory or prescriptive provisions of this Code, including by issuing citations for the violation thereof, as provided herein, or by instituting and maintaining whatever legal proceedings are, in the opinion of the County Attorney, otherwise necessary or appropriate

to enforce compliance with the provisions of this Code, including the power to seek injunctive or equitable relief.

(b) Whenever in this Code or in any ordinance of Macon-Bibb County any act is prohibited or is made or declared to be unlawful or an offense, or whenever in the Code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this Code or any ordinance shall be punished by a fine not exceeding one thousand dollars ($1,000.00), by sentence to work on the streets or public works for a period not exceeding sixty (60) days or imprisonment for a term not exceeding one hundred eighty (180) days, any or all of these penalties in the discretion of the judge.

(c) (1) In accordance with O.C.G.A. § 15-10-62(c), any citation for or accusation of a violation of any ordinance concerning the condition of real property may be served by:

(A) Posting a copy of it on the door of the premises where the alleged violation occurred;

(B) Mailing a copy of it by registered or certified mail or statutory overnight delivery to the owner of such premises at the address of record maintained by the applicable tax commissioner. The certificate of mailing to the accused shall constitute prima-facie evidence of compliance with this subparagraph; and

(C) Filing a copy of it with the clerk of magistrate court.

(2) Service under paragraph (1) of this subsection shall not be authorized until there has been at least one attempt at personal service on the accused at the address of record of the accused as maintained by the applicable tax commissioner or of the accused's registered agent as maintained by the Secretary of State, provided that such attempt at personal service shall only be required if the accused resides or has a registered agent in this state.

(3) When service is perfected as provided in paragraph (1) of this subsection and the accused fails to appear for trial, an in rem judgment and lien against the real property shall be the exclusive penalty.

(4) In the event that O.C.G.A. § 15-10-62(c) is amended or repealed by the Georgia General Assembly, this subsection (c) shall be amended or repealed automatically and by operation of law to reflect any such changes.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

The Mayor, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

In accordance with Sec. 1-4(c) of the Code of Ordinances of Macon-Bibb County, Georgia, the provisions of this Ordinance shall become and be made part of the Code of Ordinances of Macon-Bibb County, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention. Upon adoption, the Clerk of Commission is hereby directed to send a certified copy of this Ordinance to the publisher of the Macon-Bibb County Code of Ordinances for inclusion in future publications.

Section 6.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 7.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 8.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 9.

This Ordinance shall become effective upon its approval by the Mayor or its adoption into law without such approval.

SO ORDERED AND ORDAINED this _____ day of _____, 2026.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\ORD MACON-BIBB\2026 Miller Amending Secs. 1-6 And 12-246 Of Code To Clarify Code Enforcement's Jurisdiction 1-16-25.Docx

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON	☐ COMMISSIONER STANLEY B. STEWART
☐ COMMISSIONER JOEY HULETT	☐ COMMISSIONER ANDREA COOKE
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN INTERIM AGREEMENT WITH LOVEJOY CAPITAL LLC FOR THE PRELIMINARY PROJECT PLANNING AND DEVELOPMENT, DESIGN, ENGINEERING, ENVIRONMENTAL ANALYSIS AND OTHER PROVISIONS RELATED TO A PUBLIC PRIVATE PARTNERSHIP PROPOSAL AT THE LAKE TOBESOFKEE RECREATION AREA; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County owns and operates the Lake Tobesofkee Recreation Area, which consists of the following parcels:

Name	Address	Bibb County Tax Parcel ID
SANDY BEACH WATER PARK 1	6950 MOSELEY DIXON RD	H008-0385
SANDY BEACH WATER PARK 2	6890 MOSELEY DIXON RD	H0080016
CLAYSTONE PARK	6600 MOSELEY DIXON RD	H0080014
ARROWHEAD PARK	100 COLUMBUS RD	G0080039
FLINTROCK PARK	6470 STAPLETON ROAD	I0080232
DUCK POND	MOSELY DIXON ROAD (REC. AREA E)	TOBO0001

; and

WHEREAS, Macon-Bibb County desires to enhance recreational facilities, protect greenspaces, assess sustainability, and consider the needs of the community at the Lake Tobesofkee Recreation Area; and

WHEREAS, Lovejoy Capital LLC ("Lovejoy"), a Georgia limited liability company, seeks to lease certain portions of the Premises to develop, construct and operate a multifaceted recreational and leisure destination; and

WHEREAS, on or about June 9, 2024, Lovejoy submitted an Unsolicited Public-Private Partnership ("P3") Proposal, attached hereto as Exhibit A, pursuant to Macon-Bibb County Code of Ordinances Section 19-7 Public Private Facilities and Infrastructure Act of 2015 ("PPFIA") and;

WHEREAS, in keeping with the PPFIA, on August 19, 2024, Request for Proposals ("RFP") # 25-002-LH Recreation Master Plan and Development for Lake Tobesofkee, attached hereto as Exhibit B, was published on Macon-Bibb County's Procurement Department Website and posted to the Georgia Procurement Registry; and

WHEREAS, on the published due date of December 12, 2024, Lovejoy's RFP Response, attached hereto as Exhibit C, was the only response received in Procurement; and

WHEREAS, Lovejoy's RFP Response was determined to contain sufficient information for meaningful evaluation, and serve the public purpose of the PPFIA; and

WHEREAS, pursuant to the PPFIA, Macon-Bibb County and Lovejoy may enter into an Interim Agreement for the purpose of project planning and development, design, engineering, environmental analysis and other provisions related to the development of the Lake Tobesofkee Recreation Area prior to the execution of a Comprehensive Agreement; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an Interim Agreement with Lovejoy for a twelve-month term; 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 Interim Agreement with Lovejoy, attached hereto as Exhibit D, for a term of twelve months for the purposes of project planning and development, design, engineering, environmental analysis, and other provisions related to the development at the Lake Tobesofkee Recreation Area and prior to the execution of a Comprehensive Agreement.

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

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

T:\RES MACON-BIBB\2026 Miller Authorizing Interim Agreement with Lovejoy Capital for Recreation Master Plan and Development for Lake Tobesofkee- 4-29-2026.docx

EXHIBIT A



UNSOLICITED PUBLIC-PRIVATE PARTNERSHIP (P3) PROPOSAL

TO

Macon-Bibb County (Georgia)

700 Poplar Street

Macon, Georgia 31201

PROPOSAL NO. PRP0001 to:
C/O: Laura Hardwick, Procurement
Parks & Beautification Department
700 Poplar Street
Macon, Georgia 31201
June 26, 2024

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INTRODUCTION

Lovejoy Capital is thrilled to present a proposal that aims to enhance the beauty and recreational opportunities in your esteemed city.

Our proposal encompasses a range of exciting projects that will transform Lake Tobesofkee into a unique outdoor hospitality destination. First, we propose the addition of glamping units at the park, offering visitors a luxurious and immersive experience in the heart of nature. These units will provide a blend of comfort and outdoor adventure, attracting nature enthusiasts from near and far.

Furthermore, we envision the creation of a new walking trail at Lake Tobesofkee. This trail will feature elevated canopy elements, allowing visitors to connect intimately with nature and experience the serene beauty of the surroundings. It will serve as a haven for relaxation and rejuvenation.

In addition to these new additions, we are committed to revitalizing the water park at Sandy Beach. Our plan involves transforming it into a world-class maze attraction that can operate year-round. This unique and captivating feature will draw visitors of all ages, providing endless hours of entertainment and adventure.

Promoting the health and wellness of your community is another key aspect of our proposal. We propose the construction of new playgrounds that incorporate inclusive design elements, ensuring that these spaces are accessible to all residents. These playgrounds will serve as vibrant hubs for youth engagement and physical activity.

To make a day at the park more convenient, we plan to introduce food and beverage options at select locations. This will allow visitors to indulge in delicious refreshments without interrupting their enjoyment of the park.

To cater to a wide range of interests, we propose the construction of new courts for lawn games such as bocce and pétanque. These games are enjoyable for all age groups and will add a lively atmosphere to the park.

Beyond these exciting new additions, we are dedicated to improving the existing infrastructure. For instance, we plan to enhance the RV pads at Claystone and Arrowhead parks, providing visitors with enhanced comfort and amenities. Additionally, we are prepared to provide funds to address outstanding deferred maintenance at the parks, ensuring the longevity and appeal of these cherished spaces.

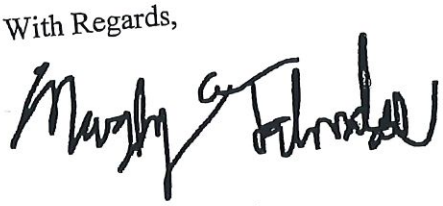
Furthermore, we aim to improve occupancy numbers through the implementation of an advanced booking platform. This platform will integrate with cloud-based security systems and third-party marketing groups, streamlining the reservation process and attracting a larger pool of visitors.

Lastly, we recognize the importance of outdoor activities and adventure. Therefore, we propose investing in improvements to the existing mountain bike trails and offering onsite gear rental. This will encourage outdoor enthusiasts to explore the natural beauty of Macon, Georgia, while providing them with the necessary equipment for an unforgettable experience.

These are just a few of the many improvements and additions we are excited to offer as part of our proposal. We are honored to have the opportunity to contribute to the growth and development of Macon, Georgia, a town that has garnered recognition as one of CNN's top 10 towns in America. We believe that our projects will enhance the quality of life for residents and attract visitors from far and wide.

Thank you for considering our proposal. We eagerly await the opportunity to discuss the details further and collaborate on bringing these exciting projects to life.

With Regards,



W. Murphy Talmadge
Managing Partner
Lovejoy Capital

QUALIFYING PROJECT

Lovejoy Capital's proposed investment at Macon-Bibb County will have a positive social, economic, and environmental impact on the community. Here's how:

1. Positive social impact:
The previously written introduction for Lovejoy Capital at Lake Tobesofkee will have a positive social impact by creating opportunities for the local community. It will provide employment opportunities, both during the construction phase and after completion, which will contribute to the economic well-being of the residents. Additionally, the development of Lovejoy Capital will create a new recreational space for the community, offering activities such as boating, fishing, hiking, and picnicking. This will enhance the quality of life for the residents and provide a place for families and friends to bond and enjoy nature together.

2. Positive economic impact:
The introduction for Lovejoy Capital at Lake Tobesofkee will have a positive economic impact on the local area. The development will attract visitors from outside the community, boosting tourism and increasing spending in local businesses such as hotels, restaurants, and shops. This influx of visitors will stimulate the local economy and create new business opportunities. Additionally, the construction of Lovejoy Capital will generate jobs for local workers and contractors, further contributing to the economic growth of the region.

3. Positive environmental impact:
The previously written introduction for Lovejoy Capital at Lake Tobesofkee will have a positive environmental impact by promoting conservation and preservation of natural resources. The development will incorporate sustainable building practices, such as using eco-friendly materials and implementing energy-efficient systems. It will also prioritize the protection of the lake and its surrounding environment, ensuring that the natural beauty and ecological balance are maintained. Lovejoy Capital will provide educational opportunities for visitors and residents to learn about the importance of environmental stewardship and the preservation of the ecosystem.

PROECT DESCRIPTION

The proposed qualifying project is for work at:

Park & Beautification Department
Macon-Bibb County
700 Poplar Street
Macon, Georgia 31201

Development Area:

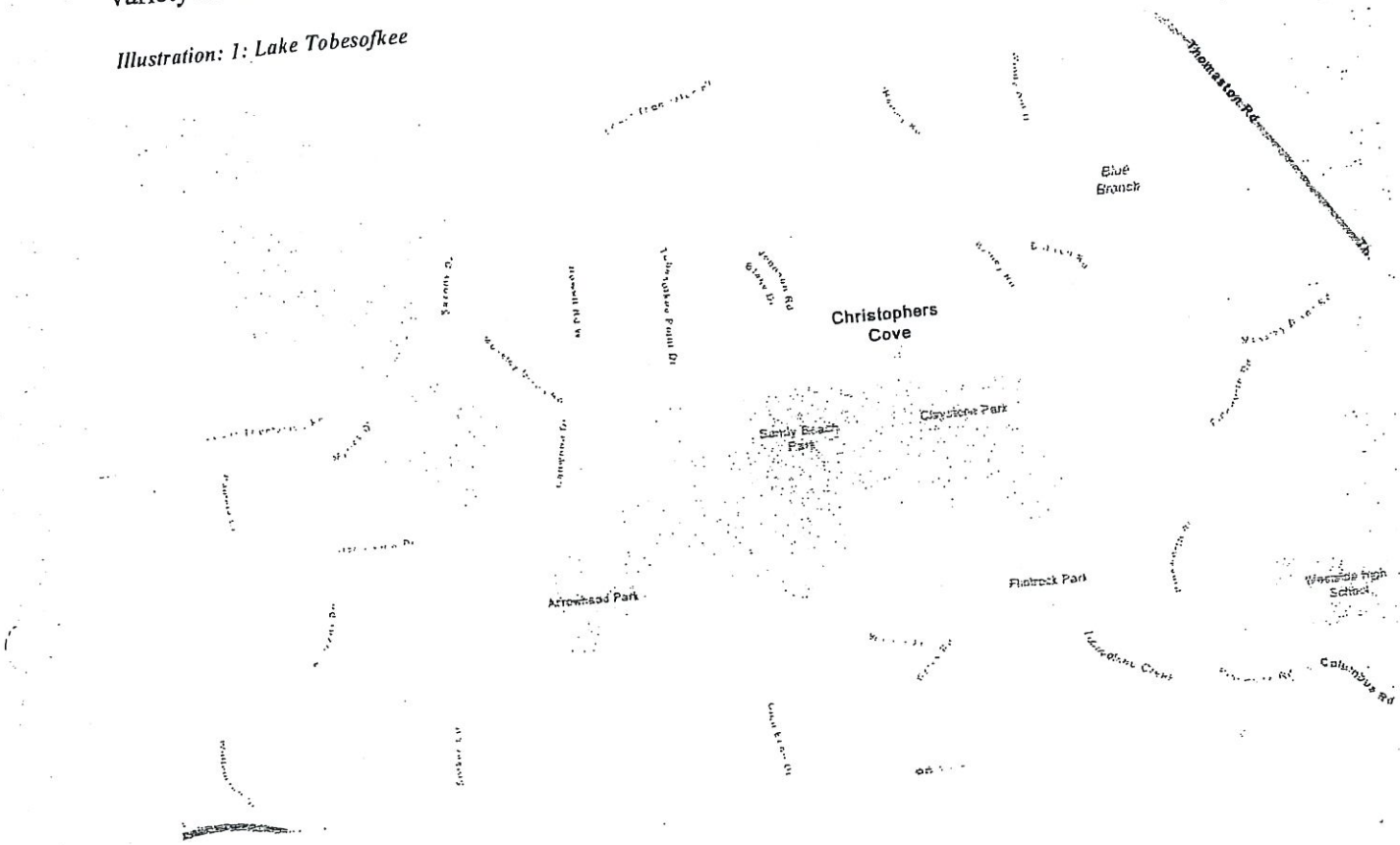
Table 1

Premise	Location	Description
Lake Tobesofkee	Macon-Bibb County	See *Illustration 1*
Lake Tobesofkee Arrowhead Campground	Arrowhead Drive, Lizella, GA 31052	See *Illustration 2*
Lake Tobesofkee Claystone Park	6600 Moseley Dixon Road, Lizella, GA 31052	See *Illustration 3*
Lake Tobesofkee Duck Pond	Recreation Area E on North Lizza Road	See *Illustration 4*
Sandy Beach Water Park	6880c Moseley Dixon Road, Macon, GA 31201	See *Illustration 5*

Lake Tobesofkee

Lake Tobesofkee is a picturesque 1,800-acre reservoir located on Tobesofkee Creek in Bibb County, just outside of Macon. It is a popular destination for fishing and recreational boating, especially during the warm months. Owned and operated by the city of Macon, the lake offers a variety of amenities for visitors to enjoy.

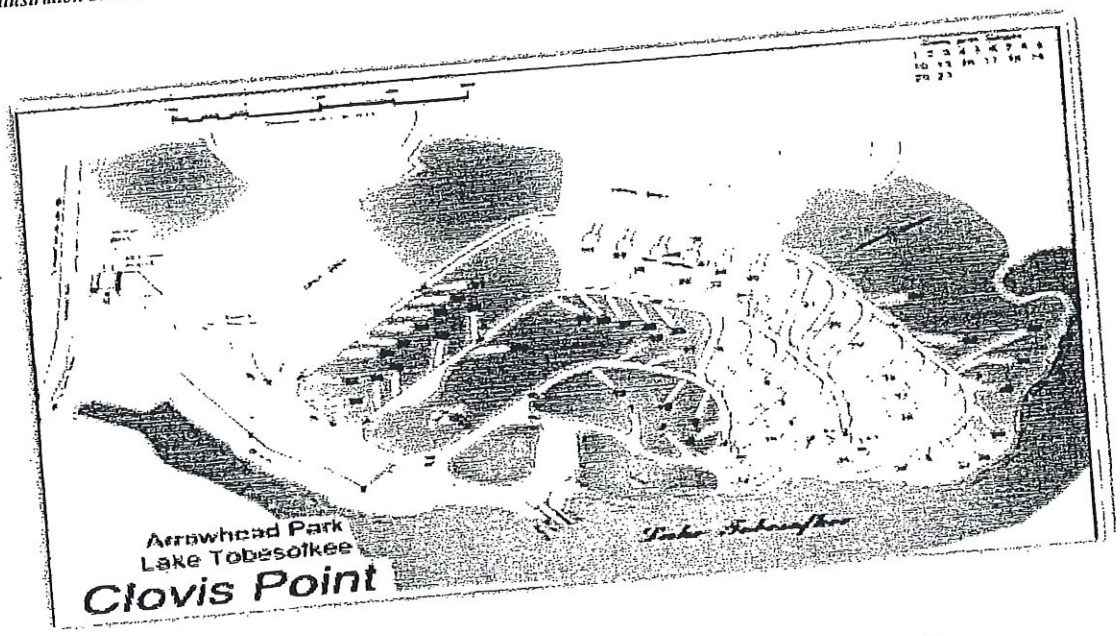
Illustration: 1: Lake Tobesofkee



Arrowhead Campground

Arrowhead Park: located on Columbus Road near U.S. 80, is another year-round park at Lake Tobesofkee. It offers spacious campsites suitable for both tent and RV campers. In addition to camping facilities, Arrowhead Park features a children's playground, exciting mountain bike trails, a large event pavilion, coin-operated laundry, bathrooms, charcoal grills, picnic tables, a small swimming beach, boat ramp, dedicated primitive campground, and camping and RV hook-ups with full water and electrical hook-ups.

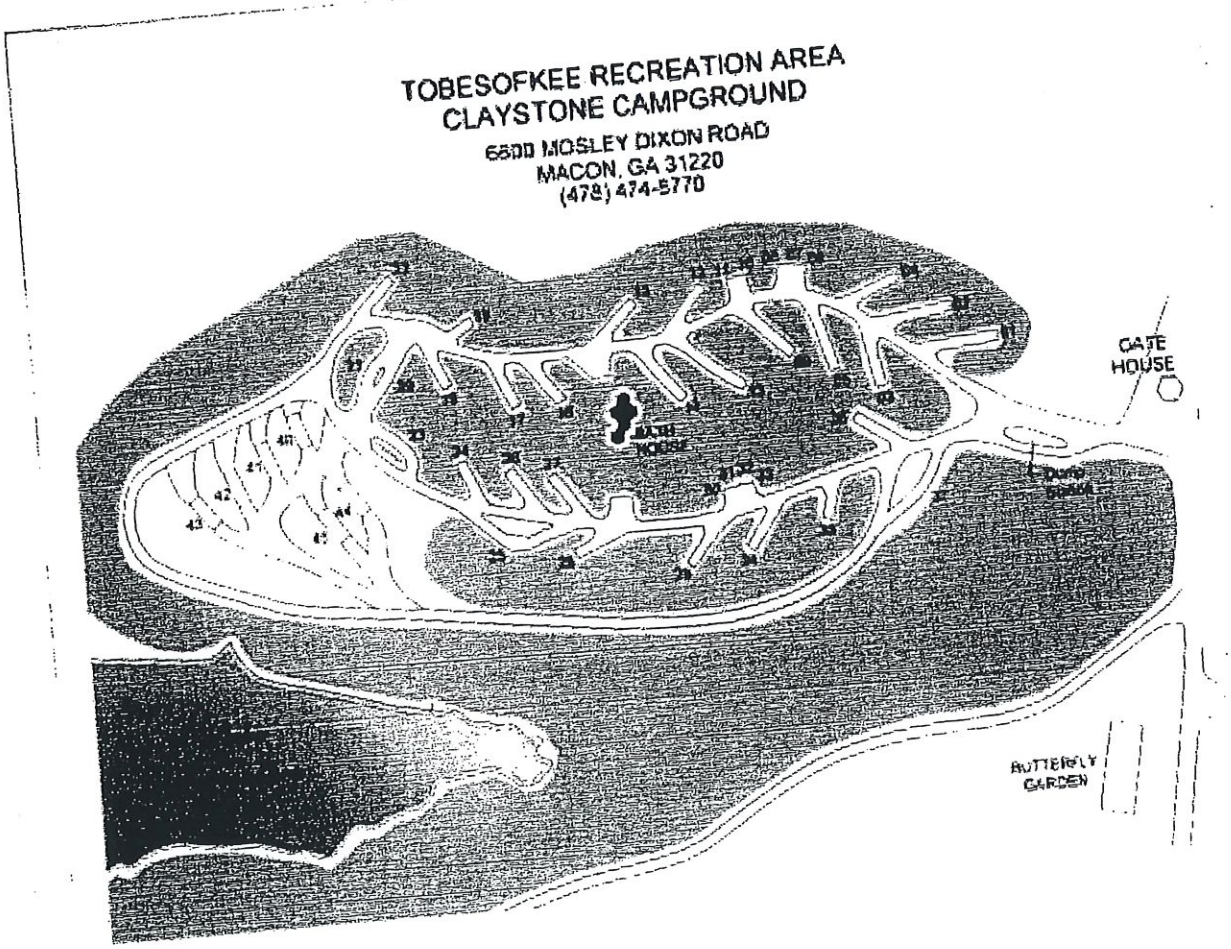
Illustration 2: Lake Tobesofk



Claystone Campground

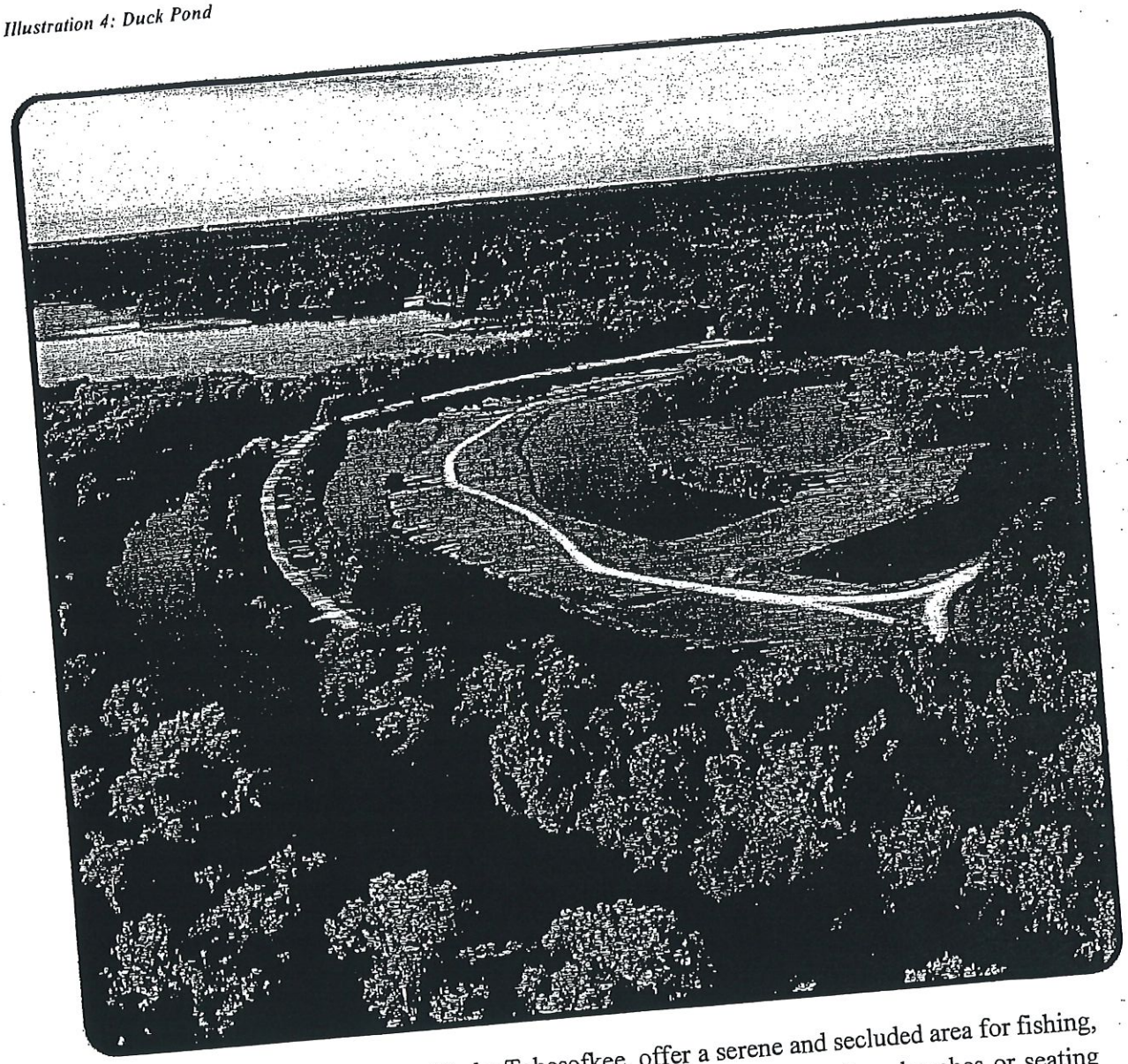
Claystone Park: one of the three public parks at Lake Tobesofkee, is open year-round and provides spacious and well-maintained campsites for both tent and RV campers. The roads within the park are paved and can accommodate vehicles of any size. Amenities at Claystone Park include playgrounds for children, a seasonal food truck event, a butterfly garden, frisbee golf, and white sand beaches perfect for swimming and picnicking. The park also offers pavilions that can host large groups, restroom facilities, and camping and RV hook-ups with full water and electrical hook-ups.

Illustration 3: Claystone Campground



Lake Tobesofkee Duck Pond

Illustration 4: Duck Pond

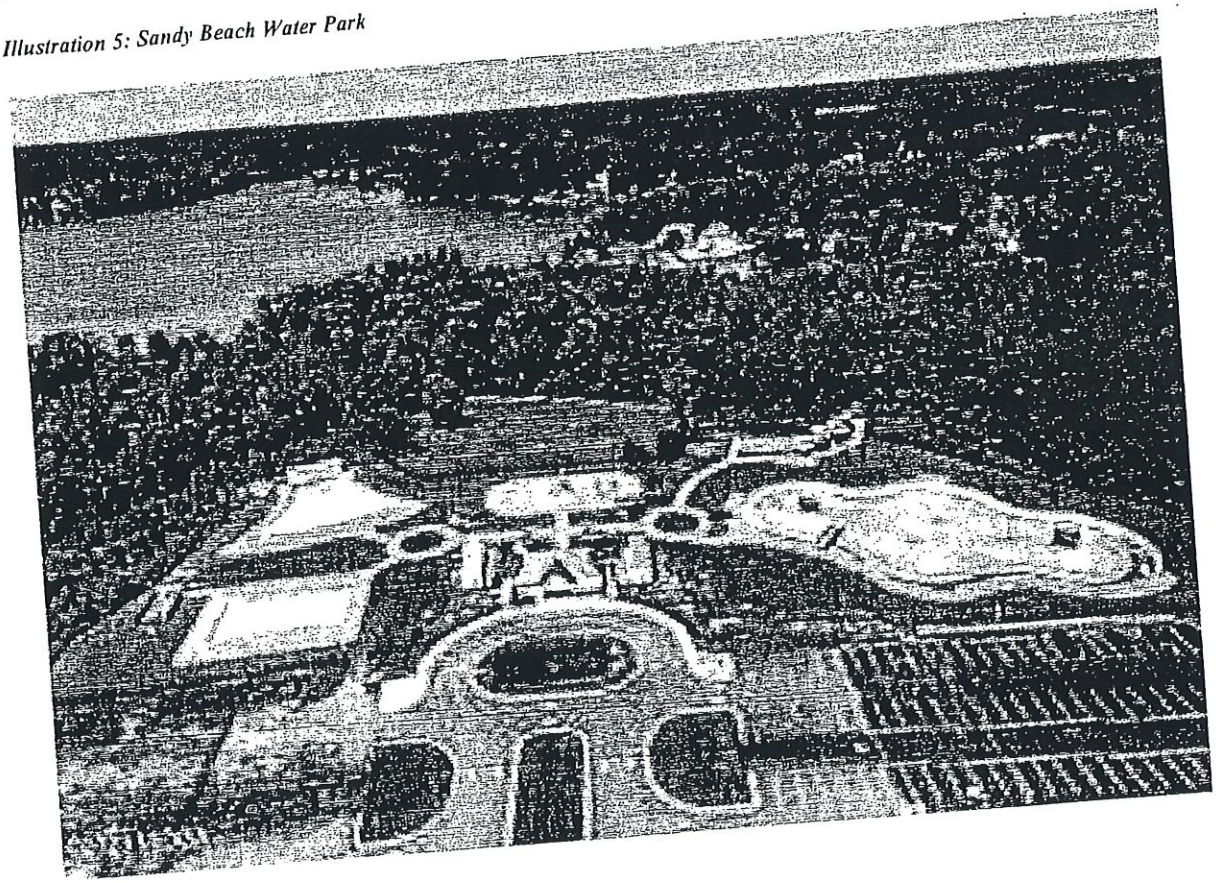


The Duck Ponds: which is part of Lake Tobesofkee, offer a serene and secluded area for fishing, kayaking, and canoeing. Visitors can enjoy the tranquil atmosphere, sit on benches or seating areas for quiet reflection, and utilize the small dock for easy access to the water. The Duck Ponds are known for their frequent eagle sightings, as there is an eagle's nest nearby. Herons are also commonly seen in this area. To ensure convenience, there is an off-grid portable toilet available for visitors to use.

Sandy Beach Water Park

Sandy Beach Park: a seasonal day-use park, is typically open on Saturdays and Sundays from Memorial Day weekend through Labor Day. It offers covered picnic pavilions, ample restroom facilities, and large beaches perfect for sunbathing and relaxing. Additionally, Sandy Beach Park recently added four new pickleball courts, making it a great place for sports enthusiasts. Lifeguards are on duty during the summer season, ensuring a safe and enjoyable experience for visitors. The park also features a children's playground, providing entertainment for younger guests

Illustration 5: Sandy Beach Water Park



Project Wide

Common facility and service technology improvements for consideration may include:

Table 1: Reservation System Features & Functionalities

Scope	Features & Functionalities	Features & Functionalities	Statu
Online Campground and Event Booking Software	Reservation Platform	• Accepts reservation online 24/7. • Interactive map for site selection • Integrated Point of Sales System • Guest Empowerment with Self-Service Portal	YES
	Standardized Reporting and Key Performance Indicators (KPIs)	• Template and available reports not requiring customization. • Ability for generating customized reports (either free or on a fee basis dependent upon the ask) • Automated Payment Processing	YES
	Integrate to third-Party Online Travel Agency		YES
	Integrate to Online Recreational Vehicle (RV), Camping, Glamping, fishing tournament portals, and sites		YES
	Revenue Optimization	• Dynamic Pricing • Floor Pricing • Peak Pricing versus Occupancy Load Modeling • Discount or Travel Agent Flat Fee Pricing	YES
Advertising & Marketing Budget			YES

Table 2: Project Scope at Duck Pond

The Glamping Lodging Area
A. General Infrastructure • Gate entrance and security building • Utility expansion and tap-in • Site and landscape improvement • Security & safety camera (web-based)
B. Lodging Amenities • Bicycle Racks • EV Chargers • Four (4) fishing Docks • Lawn Games • Trail system (that connects to the much larger trail segment at Duck Pond) • Lodging Guest lodge • Bait Shop
C. Lodging • 39 Off-Grid, sustainable lodging 1. (4) Land Pod Lofts 2. (14) Land Pod Eden 3. (6) Family campground of assorted Land Pod units (such as Pod Fathers and Cozy Cocoons) 4. (4) Land Pod sustainable Wet Rooms (bathroom units) 5. (2) Land Pod Alfresco Pods (mobile, sustainable outdoor dining areas) 6. (2) Land Pod Power Pods (solar-powered power charging units with EV charging ports) 7. (1) Tree Tent Off-Grid Lodging Cluster
Children & Family Adventure Center
D. General Infrastructure • Gate entrance and security building • Utility expansion and tap-in • Site and landscape improvement • Security & safety camera (web-based) • Maintenance Building
E. Bean Stalk Builders – sustainable, inclusive Canopy and Children Adventure Center & Playground
F. Adrian Fisher – Maze Maker – Meditation Labyrinth
G. Walking Trail that incorporates Bean Stalker Builders and Adrian Fisher initiatives for a comprehensive, holistic offering to the visitors
H. General Store & Outdoor Dining Area

The below rendering illustrates a prospective design approach to the walking trail for evluation during the Development Phase.

Illustration 6: Project Highlights for Duck Pond

LOVEJOYCAPITAL

Project Highlights

Infrastructure:
- Gate Entrance & Security Building
- Utility Expansion and Tap-in
- Site and Landscape Improvements
- Infrastructure Allowance
- Security & Safety Camera (Web-Based)
- Parking Lot installation and Road Improvements
- Online Reservation System

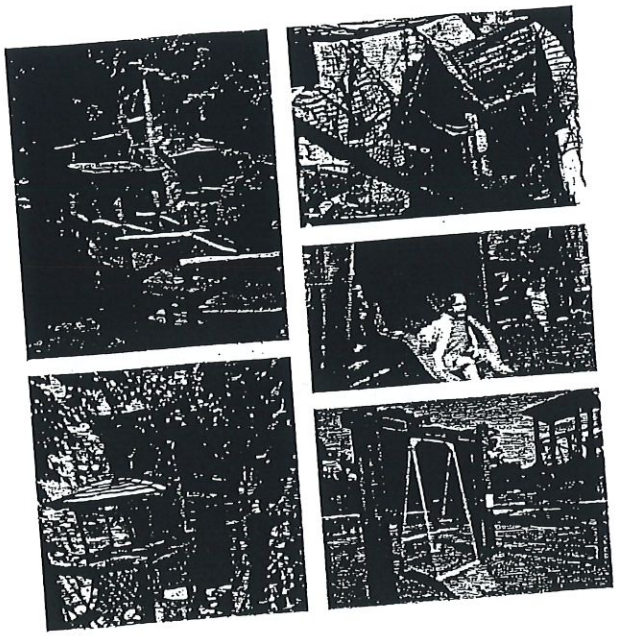
Site Amenities:
- Bicycle Racks
- EV Chargers (Tier 2 and 3)
- Trail System
- 3 F&B locations
- 4 Fishing Docks
- Lawn Games



The consideration of EV chargers will provide another level of amenity for potenital viisotrs with electric vehicles.

The scope description and illustration below is of an inclusive children and adult playground by Beanstalk Builders being evlauated for the Duck Pond. The intent is to incorporate the local terrian, forest, and use sustainably sourced materials.

Illustration 7 and 8: Forest Advenutre Playground



LOVEJOYCAPITAL

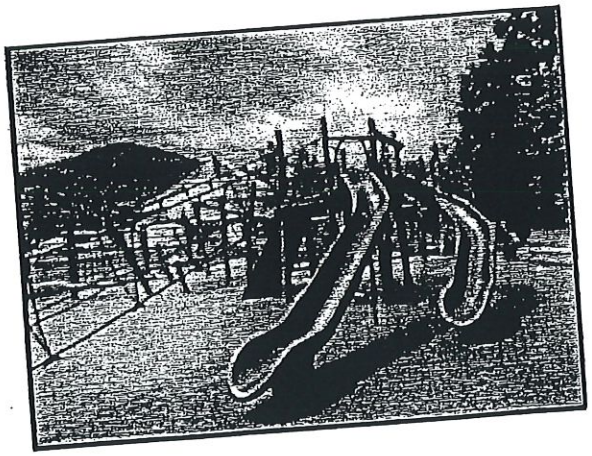
Project Highlights: Forest Adventure Playground

- 700 ft of elevated walkways and blended suspension bridges
- Inclusive design elements
- 8 Lookout tower platforms
- 6 Custom Treehouse Structures
- Branded Playground Theme

LOVEJOYCAPITAL

Project Highlights: Inclusive Playground

- Adventure Tower 8'
- Bryon's Maze
- Climbing Wall 8'
- Slides
- Zeke Bridge
- Swing Set
- 2 Swings
- Bouldering Forest
- Stump Walk
- Poured RubberSurfacing
- 25'x25' Pavilion



The approach of sustainability and working with the environment has led to evaluating both LANDPOD and Tree Tents for the lodging units. Both suppliers have experience providing an off-grid and sustainable solution that minimizes need for infrastructure, civil modification to the land, and disturbance to the property.

LANDPOD and Tree Tents preliminary selection rationale:

Table 3: Sustainability Value Proposition

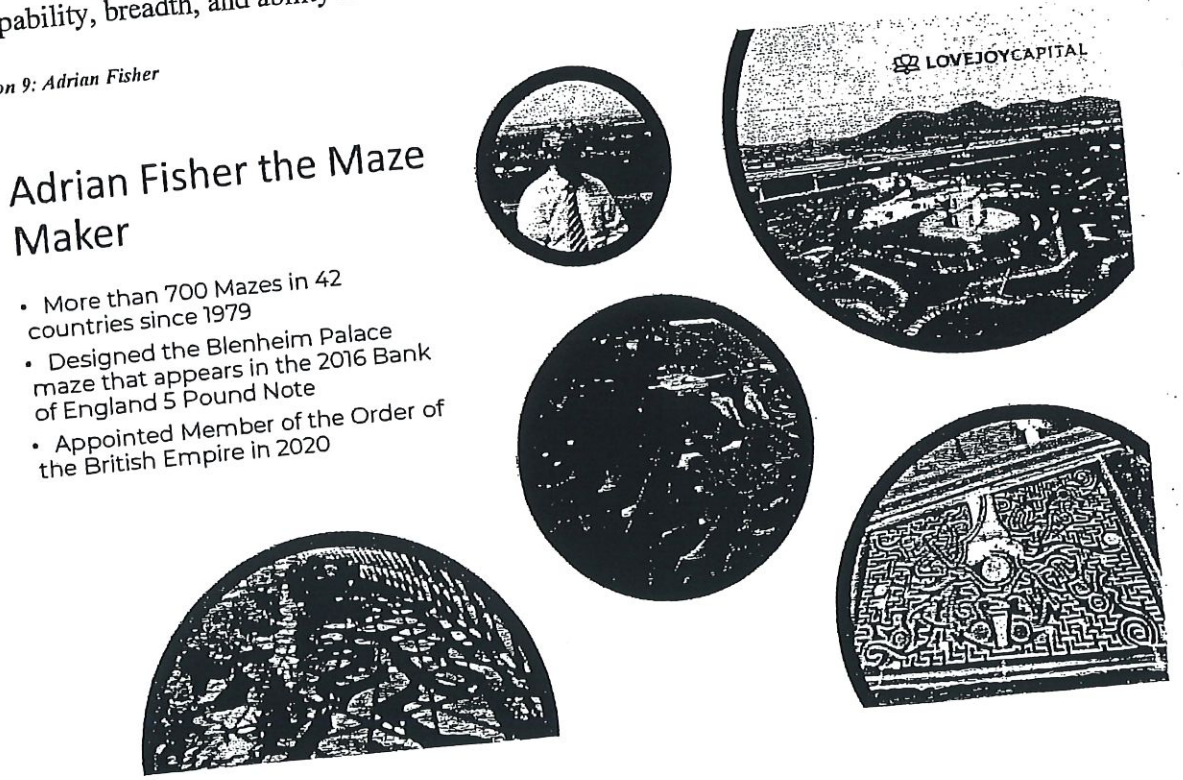
✓ Environmentally Friendly	➢ Incorporates modular design and construction (minimizing construction waste and flexibility for durability) ➢ Non-invasive placement on the land with ability to be removed with no trace of impact to the land. ➢ Durably sourced wood materials ➢ Solar Panels (on Roof Top of select units) to provide renewable energy and with power pods in each unit for charging of electronic devices	➢ Provides flexibility for relocating to accommodate and meet future land layout. ➢ Minimize impact to the native plants and wildlife with no need for utility infrastructure disturbance
✓ Off-Grid	➢ Minimizes need for ground disturbance for utility infrastructure an	➢ In harmony with the intent of the premise
✓ Recognized and Trusted Vendor to Premiere or Prestige Locations	✓ LANDPOD and Tree Tent are recognized as being an official vendor for the National Trust of UK	
✓ Aesthetic and appeal	➢ Highly successful and popular as an official vendor to Youth Hostels Association (England & Wales). A Charitable organization providing youth hostels accommodation in England and Wales. ➢ Popular with Prestige and Premiere country estates of the National Trust UK	➢ Appeal to a younger demographic audience. ➢ May be of preference for uniqueness for minimizing impact to the environment of the Duck Pond

Table 4: Project Scope

A. General Infrastructure & Grounds Improvements • Demolish and repurpose the closed Water Park and Lazy Susan footprint. • Parking lot improvement
B. Inclusive Children and Family Adventure Park • Prestige Designed Maze and Labyrinth by Adrian Fisher • Holistic Theme-based earth scape Park (see below for examples) • Maze Gift Shop & Cafe
C. Four (4) Compost Toilet Units located throughout the Campground
D. Landscaping, Signage, Fencing, Online Security System, and Parking lot improvements

The desired attractions and replacement of the infrastructure at Sandy Beach Water Park shall be in conjunction with Beanstalk Builders (or similar vendor) and Adrian Fisher at the Maze Maker. The capability, breadth, and ability to develop attractions are in the Attachments as Case Studies.

Illustration 9: Adrian Fisher



Full details of those two projects and others are included in the Attachment.

Table 5: Project Scope

A. General Grounds Improvement
B. General Beach Amenities • Beach Pavillions • Temporary, Seasonal Pavillions • Beach Chairs, Products, and Gears

Table 6: Project Scope

Scope	Description	RV Campground at Arrowhead	RV Campground at Claystone
Investment			
General Infrastructure & Grounds Improvement	Categorize for premise improvement with a budget of $500,000 (total)	YES	YES
Lodging Rental Units	Hekipia Cabins or Similar	Four (4)	Four (4)
Lawn Games		YES	YES
Enclosed Dog Park		YES	YES
Food Truck "Canteen"	Airstream Canteens with outdoor dining areas	YES	YES

Lovejoy has evaluated the above recommended investments for evaluation and consideration the tRV Campgrounds.

Lovejoy Capital strategic project team to provide benefit and expertise in their respective fields:

Table 7: Lovejoy Project Team

Beanstalk Builders	As a general contractor and specialty design-development company, they specialize to give people outdoor adventures with positive experiences, to foster an appreciation for the environment, to provide on-going injection of self-esteem, development of physical and mental fitness, and revitalization of the human spirit. Some of the preeminent national, featured projects include but are not limited to: • Kiwanisaurus Treehouse Adventure (Greensboro, NC) • Kanga Klimb (Cincinnati Zoo) • Anakeesta (Smoky Mountains) • Cherokee's Everyone Playground (Cherokee, NC)
Adrian Fisher www.mazemaker.com	Adrian Fisher Design Ltd. Has completed over 700 projects in 40+ countries, highlighting expertise and versality in maze and puzzle design. In the United States alone, have accomplished 201 projects across 33 states, demonstrating extensive reach and capability to adopt to various environments and client needs: Some of the noted Prestige projects: • Blenheim Palace, UK • Segura Gardens, Italy • Leeds Castle, UK • Cheju Island, South Korea • Three Lands Point, Netherlands • The Jewel at Changi, Singapore Mazes are designed that utilize sustainable, locally sourced materials. The choice is crucial as it significantly reduces the carbon footprint associated with transporting materials over long distances. The mazes is designed to be eco-friendly, requiring minimal ongoing energy use and little maintenance. This sustainable approach further reduces the carbon footprint of the installations. Of personal accolades: • Designed the 2016 Bank of England 5 Pound Note • Appointed Member of the Order of the British Empire in 2020

troutman pepper	Troutman Pepper has achieved more than $36 billion in P3 projects completed in the United States in the last decade alone. Represent Sponsors, investors, infrastructure funds, commercial banks, developers, design-build joint ventures, and utilities at every stage of the project development process. Work includes: • Project due diligence, including environmental, real estate, and regulatory advice. • Negotiation of project agreements • Advising on financing structures • Negotiation of financing agreements • Preparation of bid materials including responses to RFQ's and RFPs • Advising on project administration issues • Navigating and using tax incentives • Advocacy in disputes and litigation, including design-build joint venture disputes
WT WILLIAMS TEUSINK	A Georgia-based boutique law firm specializing in Real Estate, Business, and Government Affairs. Select specialties in the Government Affairs Practice is of: • General Government Licensing • Land Use and Zoning Law • State and Local Government Relations and Advocacy
Laura W. Benz, LLC Attorney at Law	Benz Law Group, LLC maintains Regulatory and Environmental Practice in Georgia and Federal Courts including Complex Permitting, Defense of regulatory Enforcement Actions, Drafting, Review, and Negotiations for Contracts., Real Estate and re-zoning matters as well as representation of public and private clients in a wide variety of matters. Some of the services include: Legal Advisory and Consulting: • National Environmental Policy Act (NEPA) Compliance • Clean Water Act Section 404 permits • 401 Water Quality Certifications • Water Supply Analysis • Endangered Species Act compliance, including Section 7 consultations &

	sections 10(a) permitting. • Biological Assessments and evaluations • Habitat Conservation Plans (HCPs) • Watershed Management Plan • Develop strategy and provide assessment on proposed regulations and guidance. Project Management: • Overseas multi-disciplinary teams through project planning, environmental permitting, and implementation of environmental conditions • Prepare appropriate documentation and negotiate conditions for the acquisition of SBV, 401 water certifications, NPDES, and water withdrawal permit from GA EPD • Oversee compliance with national Environmental Policy Act (NEPA), draft case documents, and cumulative impact analysis for agency determinations. • Draft biological assessments, negotiate reasonable and prudent measures and propose innovative mitigation measures for review by US Fish and Wildlife Service Meet with elected officials and regulatory personnel to obtain favorable legislation and financing mechanisms
SG CONTRACTING	A Georgia-based general contractor specializing in: • Preconstruction • Design/ Build • Construction Management • General Contracting • Scheduling Select Athletic projects are: • State Farm Arena • Georgia Tech Athletic Association Golf Facility • McCamish Pavilion • Georgia Tech Scoreboard • Pace Academy Football Field • Pace Academy Softball Facility

LANDPOD®	Combine innovate precision engineering, traditional craftsmanship and sustainable materials. Sustainability. A qualified supplier to the: • National Trust UK
TREE TENTS®	Combine innovate precision engineering, traditional craftsmanship and sustainable materials. Sustainability *"We believe there is nothing like the power of the outdoors to recharge and rejuvenate. We are woodland warriors passionate about sharing authentic experiences and enabling adventure that doesn't cost the earth. Like our own well-being, our woodlands need to be protected and this ethos drives everything we do from strategy to installation"*. A qualified supplier to the: • National Trust UK
Larosa Consulting, LLC	Boutique consulting firm specializing in revenue management, risk mitigation, and compliance.

Please see attached select Strategic Team members supporting documents in Appendix.

Lovejoy Capital may implement a competitive process for commodity-oriented materials, products, and services ranging, but not limited to:

- Construction Trades
- Administrative Services ranging from accounting, tax compliance, and general services (i.e., internet, waste/ trash removal, etc.)
- Professional landscape Consultants
- Third-party outsourced management services companies from:
    1. Food & Beverage (for new facilities, locations, and operations)
    2. Hospitality
    3. HVAC Management
    4. Etc.
- Third-Party Monitoring and Review consultants
- Third-Party sustainability and resilience monitoring and certification consultants

Lovejoy and Laura W. Benz, LLC will collaborate with Macon-Bibb County Administration as

it relates to any required updating of environmental and regulatory consideration. Lovejoy strives to provide a sustainable approach towards our investments and projects.

PROJECT RESPONSIBILITY MATRIX

Lovejoy Capital will collaborate with Macon-Bibb County.

Lovejoy Capital will collaborate closely with the relevant personnel with the Macon-Bibb County Administration to develop a Responsibility Matrix, Milestones, and Deliverables in accordance with the Interim Agreement.

ANTICIPATED ADVERSE SOCIAL, ECONOMIC, AND ENVIRONMENTAL IMPACT OF THE PROJECT

The Lovejoy Capital project proposal in Macon, GA may have various adverse social, economic, and environmental impacts.

Adverse social impacts:

1. Displacement: The project may lead to the displacement of local residents as property values increase and affordability decreases. This can disrupt existing community ties if no measures are taken to mitigate impact.
2. Community disruption: The construction and operation of the project may cause disruptions to the daily lives of nearby residents, such as increased noise, traffic, and limited access to amenities.

Adverse economic impacts:

1. Possible business closures: Local businesses, especially small and independent ones, may struggle to compete with new businesses attracted to the area, leading to closures.
2. Increased cost of living: As property values increase, the cost of living in the area may rise, making it more difficult for lower-income residents to afford housing and necessities.

Adverse environmental impacts:

1. Habitat destruction: The construction of the project may result in the destruction of natural habitats, leading to the loss of biodiversity and disruption of local ecosystems.
2. Increased pollution: The operation of the project, such as increased traffic and energy consumption, may contribute to higher levels of air and noise pollution, negatively impacting the health and well-being of nearby residents.
3. Resource depletion: The project may increase the demand for resources such as water and energy, potentially putting a strain on local resources and infrastructure.

To mitigate these adverse impacts and ensure that the Lovejoy Capital project proposal in Macon, GA is more socially, economically, and environmentally responsible, it is crucial to consider the following measures:

1. Affordable housing provisions: Implement measures to ensure that affordable housing options are preserved or created to prevent displacement of lower-income residents.
2. Engage with the local community to ensure fair and equitable access to new amenities and other new benefits created by increased investment at Lake Tobesofkee, such as job opportunities and affordable services.
3. Environmental mitigation strategies: Incorporate eco-friendly design principles into the project to minimize its environmental footprint and protect local ecosystems.

4. Support for local businesses: Implement programs and incentives to support existing local businesses and encourage their growth alongside new developments.

By considering these measures, it is possible to mitigate the adverse social, economic, and environmental impacts of the Lovejoy Capital project proposal in Macon, GA and promote a more inclusive and sustainable development approach.

PROJECTED POSITIVE SOCIAL, ECONOMIC, AND ENVIRONMENTAL IMPACTS OF THE PLAN

Lovejoy Capital's investment at the premises at Macon-Bibb County will have several positive social, economic, and environmental impacts

Social Impacts:

1. Enhanced Outdoor Spaces: By introducing new facilities like an inclusive playground and upgraded trails, residents will have access to better outdoor spaces. This will encourage physical activity, mindfulness, and the therapeutic benefits of nature.
2. Community Engagement: The improved amenities will attract more visitors, fostering community engagement and providing opportunities for people from diverse backgrounds to come together and enjoy events and activities.
3. Inclusive Playground: An ethically sourced and inclusive playground will create a safe and welcoming environment for children of all abilities, ages, and communities to play together, promoting inclusivity and social interaction.

Economic Impacts:

1. Increased Revenue: The investments will result in higher hotel/motel excise tax and sales tax collections, benefitting Macon-Bibb County financially.
2. Job Creation: The project's developments will generate both full-time and part-time employment opportunities, contributing to the local economy and offering employment options for residents.
3. Economic Growth: The improvements and additions will attract more visitors to the area, boosting tourism and attracting businesses and investments. This will lead to overall economic growth in Macon-Bibb County.
4. Revenue Sharing: Lovejoy Capital's proposal includes revenue sharing arrangements, ensuring that Macon-Bibb County directly benefits from the success of the project.

Environmental Impacts:

1. Sustainable Accommodations: The introduction of glamping units at the nature preserve promotes a sustainable and eco-friendly form of lodging. This allows guests to experience nature while minimizing their impact on the environment.
2. Trail Improvements: The proposed enhancements to the existing trails will make them more accessible and enjoyable for outdoor enthusiasts. This will encourage activities like hiking and mountain biking while preserving and protecting the natural environment.

CURRENT CONSTRAINTS BY LOCAL GOVERNMENT

Macon-Bibb County has growing fishing tournament event activities and that will be respected in terms of the development and construction schedule for availability of the existing facilities. Lovejoy will work with the personnel to customize and coordinate the development and construction schedule to minimize the impact of access and use of the premises.

For example, the use of moveable, off-grid lodging units at the Duck Pond may allow for movement and relocation to accommodate the marked trails and adjacent areas for pentathlon events. The current approach is to strive for minimum impact to the event attendees and Lovejoy will work to coordinate locations for audience placement on the premises.

Lovejoy will negotiate with Macon-Bibb County for:

- Term
- Use
- Development Plans
- Structure and Equipment
- Transfers, Assignments, Subleases
- Fees
- Compliance, Closure, Revocation, and Relinquishment
- Public Use
- Prohibited Use
- Environmental Protection
- Preliminary Assessment Screening
- Soil and Water Conservation

FEASIBILITY

The project feasibility will be predicated on the acceptance by Macon-Bibb County Administration and with a continued investment approach beyond initial outlays.

The Lovejoy approach will provide more data, time, understanding of market acceptance, and of development of the Business Case for further investments at Arrowhead and Claystone RV Campgrounds and the Beach Section at Sandy Beach.

Current challenges for understanding market conditions at Arrowhead and Claystone RV Campgrounds is the challenge for market acceptance and making reservation at those facilities. The current reservation platform does not tie-in with Online Travel Agency (ATA) and third-party aggregators.

At the same time, the RV Campgrounds currently does not have a user-friendly reservation portal that allows for seamless reservation of slips, amenities (i.e., event centers, pavilions, and park add-ons such as boat parking). An online reservation option exists for the amenities and a prospective visitor would need to know of their existence prior to making the reservation.

Current reservation metrics and Key Performance Indicator do not exist to evaluate for building a financial model with accuracy to market acceptance and pricing strategies.

The Lovejoy approach for the qualified project allows for initial investment at:

RV Campgrounds

1. Online Reservation System & Portal	• Integrate to OTA and third-party aggregators to evaluate occupancy numbers and pricing capabilities beyond current levels. • Develop market awareness of offerings to a much larger audience with a robust advertising and marketing budget. • Provide an alternative option to what exists for prospective visitors unaware of the RV campgrounds. • Evaluate acceptance and preference of the differing lodging options (RV slips, primitive tents, or hard side lodging units) • Evaluate for upgrading the RV slips to be full utility from current options based on market feedback of prospective and actual visitors
2. Pilot Case introduction of non-RV lodging options	• Evaluate for market acceptance of hard side lodging units and for further expansion
3. Amenities (such as F&B and activities)	• Evaluate for market acceptance. • Evaluate for other investments

Beach Section at Sandy Beach

1. Online Reservation System & Portal	• Evaluate for traffic and use profile for the pavilions at Sandy Beach and need for either updating existing infrastructure and or additional locations
2. Beach Amenities	• Evaluate for expanded uplift in visitor traffic and count and market adoption for beach amenities
3. Further F&B Evaluation	• Evaluate for upgrading the Event Center as either a rentable event center and or food concession center for guests. • Need for traffic study and expansion of parking lot for right sizing to visitor count
4. Visitor Acceptance	• Evaluate for traffic count uptick from the investment at the Water Park for a comprehensive approach to build upon the experience

Initial investment will highlight the qualified project locations at Macon-Bibb County and draw attention to prospective visitors. The strategic team members have experience and track record of developing and building attractions that generates large paying visitors on an ongoing and

sustained basis.

The success and feasibility of the plan is based upon the Business Plan (see below). Lovejoy Capital has assembled a Strategic Team with expertise not only in local government, zoning and permitting, but also in dealing with regulatory and environmental practice as it relates to complex permitting. The proposed Strategic Team has past track-record, performance at the local, state, and national level for the key areas of:

Table 8: Feasibility Factors

1. Design firm with experience developing inclusive children and family adventure-based attractions at some of the leading regional and national outdoor hospitality resorts.	➢ YES
2. Successfully developing Interim and Final Agreements in accordance with jurisdictions, tax authorities, construction and project teams, and dispute resolutions with over $35 billion in the last ten (10) years	➢ YES
3. Successfully developed revenue-based projects on a national and worldwide (over 40 countries) basis that has received international recognition and endured deliverability of tourist visitors, revenue, and interest with continued operational success of at least 200,000 paying visitors per year. Prestige developments bring in 1 to 1.2 million paying visitors per year.	➢ YES
4. Successfully developed and constructed approximately $1 billion in Public Private Partnership projects in the state of Georgia alone	➢ YES
5. Experience as a prime manufacturer and provider of outdoor hospitality and glamping lodging units to over thirty-six states	➢ YES
6. Successfully developed, constructed, and delivered ADA and Inclusive outdoor-oriented activities, amenities, and playgrounds at leading tourist venues across the United States	➢ YES
7. Internationally recognized sustainable partner to leading institutions and organizations ranging from the National Trust (UK) to world-recognized Historic properties	➢ YES
8. Experience in real estate opportunities for acquisitions, development, leasing, and management as a General Partner with investment funds consisting of High-Net-Worth Individuals (HNWI), Family Offices, and Institutional Funds.	➢ YES
9. Experience leading Master Plans over muti-phase developments with recognized world premiere architects, design consultants, design/ development teams.	➢ YES
10. Experience leading complex regulatory and environmental related engagements	➢ YES

SCHEDULE AND MILESTONES

Lovejoy Capital requests up to (12)-months upon selection for coordination with Macon-Bibb County for obtaining the appropriate clarifications for proceeding with the deliverables.

Lovejoy has retained leading sustainable and inclusive children and family activity experts such as Bean Stalk Builders and Adrian Fisher at the Maze Maker. Both organizations have had success developing attractions at some of the more recognized facilities around the world that incorporate uniqueness and the spirit of the local community.

Macon-Bibb County along with Lovejoy and strategic professional consultants will evaluate for Master Plan evaluation for:

1. Traffic and Parking Lot Consulting

In the interim, Lovejoy Capital will obtain the required local and state entitlements and permits necessary to develop, construct, and run the proposed project at Macon-Bibb County.

Commencement of construction and a fully developed timetable will be provided upon completion of the Interim Agreement and set up as per the Final Agreement with Macon-Bibb County. Construction is estimated to take one (1)- year and that operation will begin following a Soft Opening.

The construction schedule will be in coordination with Macon-Bibb County to minimize impact on community access and use with special consideration for planned upcoming venues and events. Coordination of activities and requests will be detailed as per delivery of the Interim Agreement.

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PROJECT FINANCING PLAN

Lovejoy Capital will provide the necessary capital for the expenses related to the Development Plan. The remaining funds will come from a combination of equity and debt sources. The specific breakdown of the funding will depend on the final Lease Terms negotiated with Macon-Bibb County.

During the Development Plan phase, the Lease Terms that will be negotiated include, but are not limited to:

I. Common utility and site infrastructure maintenance obligations
II. Facility Cost Transfer
III. Existing facility contracts and financial obligations
IV. Risk Allocation
V. Legal and Regulatory Considerations

Lovejoy will request a timeframe to conduct further due diligence and engineering analysis, along with presenting a business case for the designated locations that require additional investments. This will be done through negotiations with Macon-Bibb County for expansion and leasehold extensions. Lovejoy will work with Macon-Bibb County to establish an agreeable investment threshold during the Interim Contract Period.

To ensure the project's success, Lovejoy Capital has engaged leading professional advisory firms to assist in negotiating the necessary modifications to align with the required equity and debt capital funding for the project.

It is important to note that this financing plan does not require Macon-Bibb County to guarantee any general obligation bonds or provide direct capital investment. This means that Macon-Bibb County will not be obligated to assume the traditional financial risks typically associated with a project of this magnitude. Specifically, Macon-Bibb County will not be asked to guarantee bond repayment or make significant upfront investments

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BUSINESS CASE STATEMENT

Table 9: Lovejoy Project Investment

Customer	Macon-Bibb County	Lovejoy Capital
Project:		Phase 1
		Budget
Hard Cost		$15,520,965
General Conditions		$2,126,700
FFE & Site Amenities & Support Equipment		$2,724,500
Contingency - Hard Cost	5%	$626,048
Contingency - Soft Cost	5%	$14,545
(A) TOTAL HARD COSTS		$21,012,758
Soft Costs		
Architectural & Engineering		$269,100
Interior Design		$21,800
Brand Design		$65,000
Launch Advertising		$500,000
Property Tax	N/A	$0
Professional Advisory Fees (Legal, Accounting, etc.)		$88,750
(B) Total Soft Costs		$944,650
(C) TOTAL DIRECT COSTS (A + B)		$21,957,408
Third Party Developer Fee	2%	$396,974
Lovejoy Capital Profit	0%	$0
TOTAL PROJECT COST		$22,354,382
Other Costs:		
Commissioning/ Turnover		$131,470
Builder's Risk Insurance		$254,500
Soft Opening Reserves		$505,320
Construction Period Capitalized Interest:		
TOTAL PROJECT INVESTMENT		$23,245,673

The qualified at Macon-Bibb County has beneficial impact to Macon-Bibb County by:

1. Revenue Share
2. Hotel/ Motel Local Excise Tax
3. Sales Tax
4. Conservation Preservation Fee
5. Avoided, Transferred, or Maintenance Costs
6. Deferred Maintenance Replacement Costs

Table 10: Business Case Statement: Financial Benefit to Macon-Bibb County

Year	Revenue Share	Hotel/Motel Local Excise Tax (-8%)	Subtotal
0		$221,673	$962,718
1	$741,045	$230,540	$1,001,227
2	$770,687	$239,762	$1,041,276
3	$801,514	$249,352	$1,082,927
4	$833,575	$259,326	$1,126,244
5	$866,918	$269,699	$1,171,294
6	$901,595	$280,487	$1,218,145
7	$937,658	$291,707	$1,266,871
8	$975,165	$303,375	$1,317,546
9	$1,014,171	$315,510	$1,370,248
10	$1,054,738	$328,130	$1,425,058
11	$1,096,928	$341,255	$1,482,060
12	$1,140,805	$354,906	$1,541,343
13	$1,186,437	$369,102	$1,602,996
14	$1,233,894	$383,866	$1,667,116
15	$1,283,250	$399,221	$1,733,801
16	$1,334,580	$415,189	$1,803,153
17	$1,387,963	$431,797	$1,875,279
18	$1,443,482	$449,069	$1,950,290
19	$1,501,221	$467,032	$2,028,302
20	$1,561,270	$485,713	$2,109,434
21	$1,623,721	$505,141	$2,193,811
22	$1,688,670	$525,347	$2,281,563
23	$1,756,216	$546,361	$2,372,826
24	$1,826,465		

25	$1,899,524	$568,215	$2,467,739
26	$1,975,505	$590,944	$2,566,449
27	$2,054,525	$614,582	$2,669,107
28	$2,136,706	$639,165	$2,775,871
29	$2,222,174	$664,732	$2,886,906
30	$2,311,061	$691,321	$3,002,382

Table 11: Business Case Statement: Other Financial Benefit to Macon-Bibb County

Year	Conservation Preservation Fee	Year	Conservation Preservation Fee
0		16	$486,118
1	$269,924	17	$505,563
2	$280,721	18	$525,785
3	$291,950	19	$546,816
4	$303,628	20	$568,689
5	$315,773	21	$591,437
6	$328,404	22	$615,094
7	$341,540	23	$639,698
8	$355,202	24	$665,286
9	$369,410	25	$691,897
10	$384,186	26	$719,573
11	$399,553	27	$748,356
12	$415,536	28	$778,290
13	$432,157	29	$809,422
14	$449,443	30	$841,799
15	$467,421		

Table 12: Business Case Statement: Avoided, Transferred, or Maintenance Cost Transfer to Lovejoy

Year	Operations & Staffing	Advertising	Professional Services	Repair & Maint.	Replacement Fund	Subtotal
0				$500,000		$500,000
1	$3,070,816	$626,274	$564,569	$221,240	$313,137	$4,796,036
2	$3,193,649	$651,325	$587,151	$230,090	$325,663	$4,987,878
3	$3,321,395	$677,378	$610,637	$239,293	$338,689	$5,187,393
4	$3,454,250	$704,474	$635,063	$248,865	$352,237	$5,394,888
5	$3,592,420	$732,652	$660,465	$258,820	$366,326	$5,610,684
6	$3,736,117	$761,959	$686,884	$269,172	$380,979	$5,835,111
7	$3,885,562	$792,437	$714,359	$279,939	$396,218	$6,068,516
8	$4,040,984	$824,134	$742,934	$291,137	$412,067	$6,311,256
9	$4,202,624	$857,100	$772,651	$302,782	$428,550	$6,563,707
10	$4,370,729	$891,384	$803,557	$314,894	$445,692	$6,826,255
11	$4,545,558	$927,039	$835,699	$327,489	$463,520	$7,099,305
12	$4,727,380	$964,121	$869,127	$340,589	$482,060	$7,383,277
13	$4,916,475	$1,002,685	$903,893	$354,212	$501,343	$7,678,608
14	$5,113,134	$1,042,793	$940,048	$368,381	$521,396	$7,985,753
15	$5,317,660	$1,084,505	$977,650	$383,116	$542,252	$8,305,183
16	$5,530,366	$1,127,885	$1,016,756	$398,441	$563,942	$8,637,390
17	$5,751,581	$1,173,000	$1,057,426	$414,378	$586,500	$8,982,886
18	$5,981,644	$1,219,920	$1,099,723	$430,954	$609,960	$9,342,201
19	$6,220,910	$1,268,717	$1,143,712	$448,192	$634,358	$9,715,889
20	$6,469,746	$1,319,466	$1,189,461	$466,119	$659,733	$10,104,525
21	$6,728,536	$1,372,244	$1,237,039	$484,764	$686,122	$10,508,706
22	$6,997,677	$1,427,134	$1,286,521	$504,155	$713,567	$10,929,054
23	$7,277,585	$1,484,219	$1,337,982	$524,321	$742,110	$11,366,216
24	$7,568,688	$1,543,588	$1,391,501	$545,294	$771,794	$11,820,865
25	$7,871,435	$1,605,332	$1,447,161	$567,105	$802,666	$12,293,700
26	$8,186,293	$1,669,545	$1,505,047	$589,790	$834,773	$12,785,447
27	$8,513,745	$1,736,327	$1,565,249	$613,381	$868,163	$13,296,865
28	$8,854,294	$1,805,780	$1,627,859	$637,916	$902,890	$13,828,740
29	$9,208,466	$1,878,011	$1,692,974	$663,433	$939,006	$14,381,890
30	$9,576,805	$1,953,132	$1,760,693	$689,970	$976,566	$14,957,165

----------END OF SECTION----------

CONTACTS

The preferred method of communication shall be via email to the below person below:

Table 13a and 13b Contacts

R. Lawton Jordan III, Esquire	Williams Teusink, LLC (Office): 404-912-8243 (Fax): 404-458-4095 Email: LJordan@williamsteusink.com 312 Sycamore Street Decatur, GA 30030

It is requested that any correspondence be carbon copied with:

RW HAN LLC	Robert.Han@rwhan.com 312 Sycamore Street Decatur, GA 30030

Lovejoy Capital LLC is a Georgia-based limited liability Corporation.

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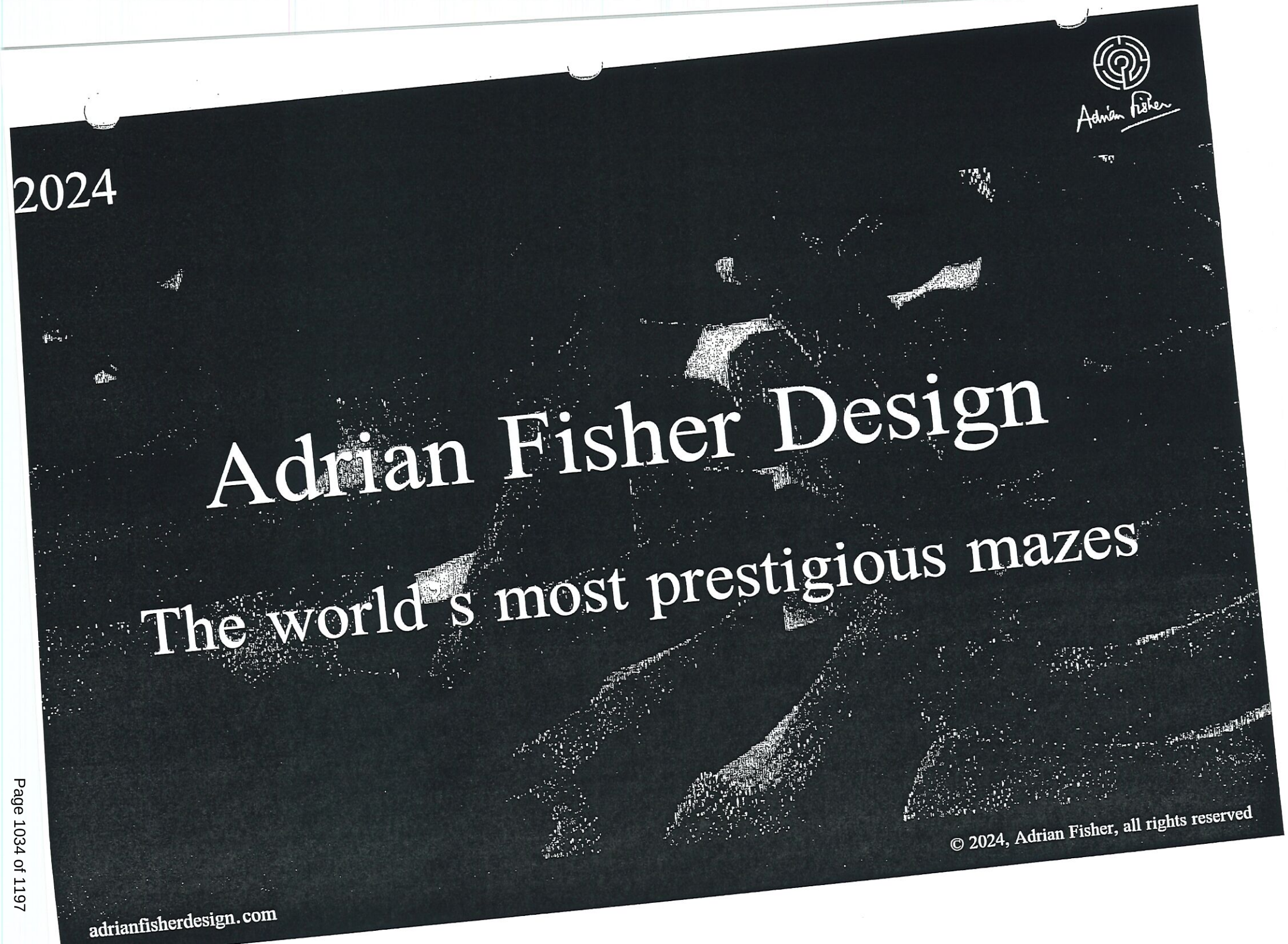
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Adrian Fisher Design
The world's most prestigious mazes
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About Us

World Leading Maze Design

Adrian Fisher Design Ltd, founded by maze pioneer Adrian Fisher, leads the world in creating captivating mazes. From the grandeur of Blenheim Palace, England to the iconic landmark The Jewel at Singapore International Airport, and even on-screen appearances in films like Saltburn, our innovative designs have left an indelible mark. Since 1979, we've crafted over 700 mazes worldwide, setting the standard for excellence in maze design.



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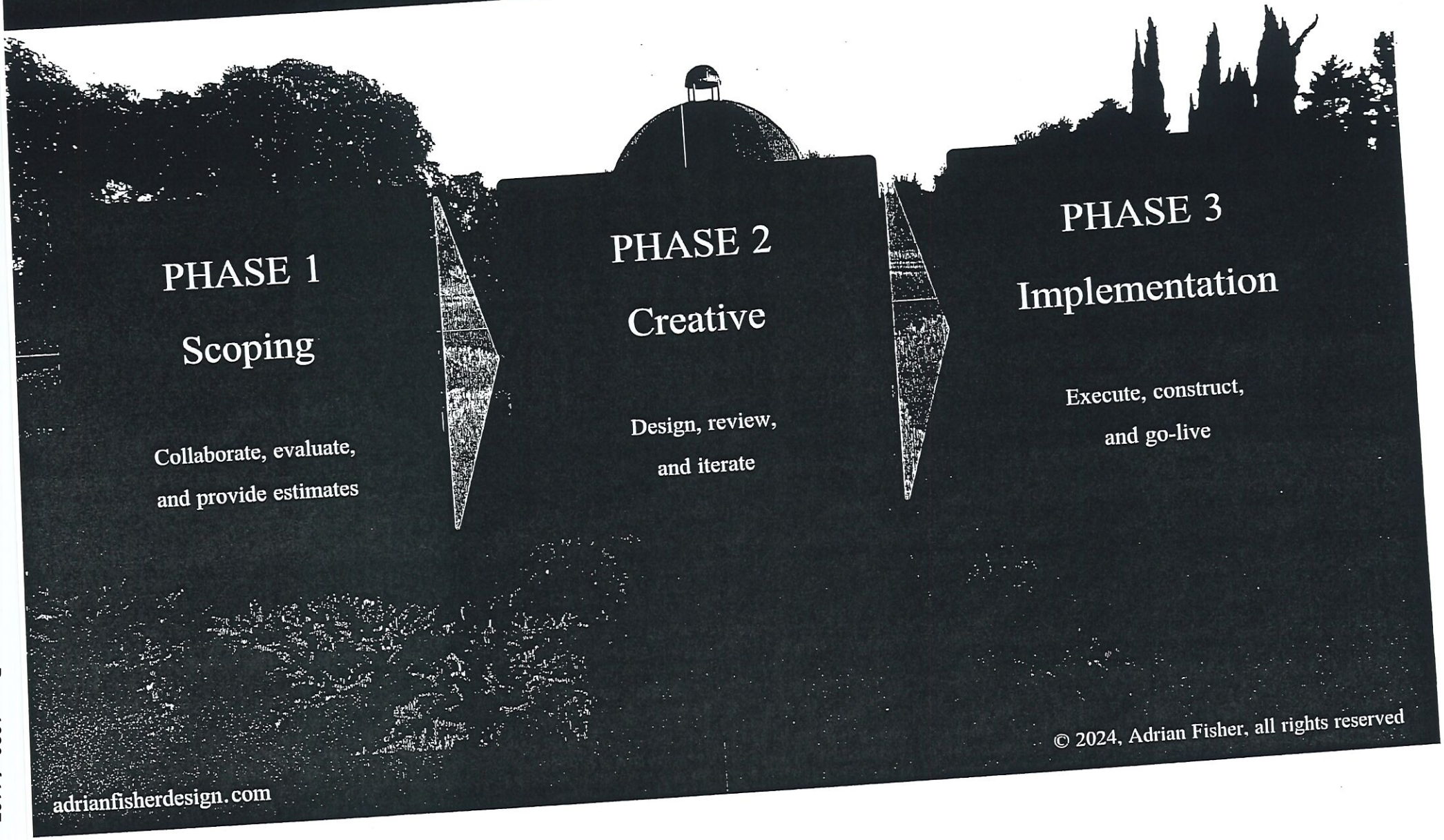
Our Process



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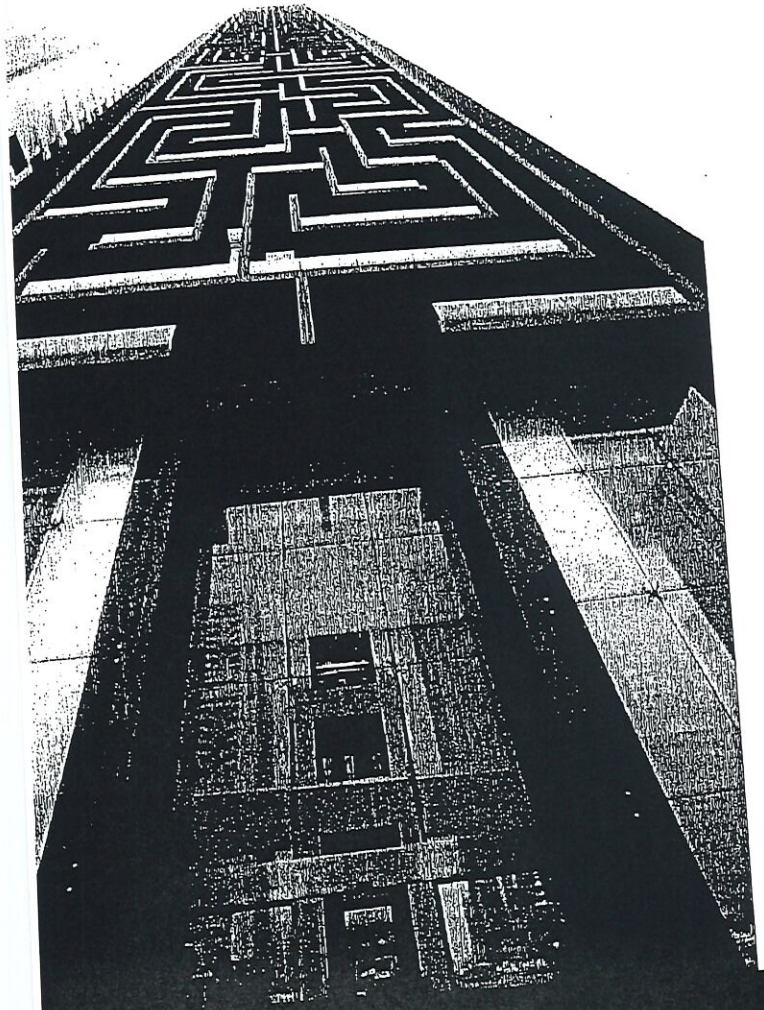
Phase 1: Scoping



Our Scoping Phase lays the foundation for a successful maze design project, setting the stage for creativity, collaboration, and ultimately, the realization of your vision.

During the Scoping Phase, we will:

- Analyze site details for optimal maze layout
- Collaborate closely on your concept and theme
- Evaluate budget for feasible design options
- Develop a unique conceptual design
- Develop an early stage functional plan
- Provide a project cost estimate range
- Provide a design fee estimate based on project scope

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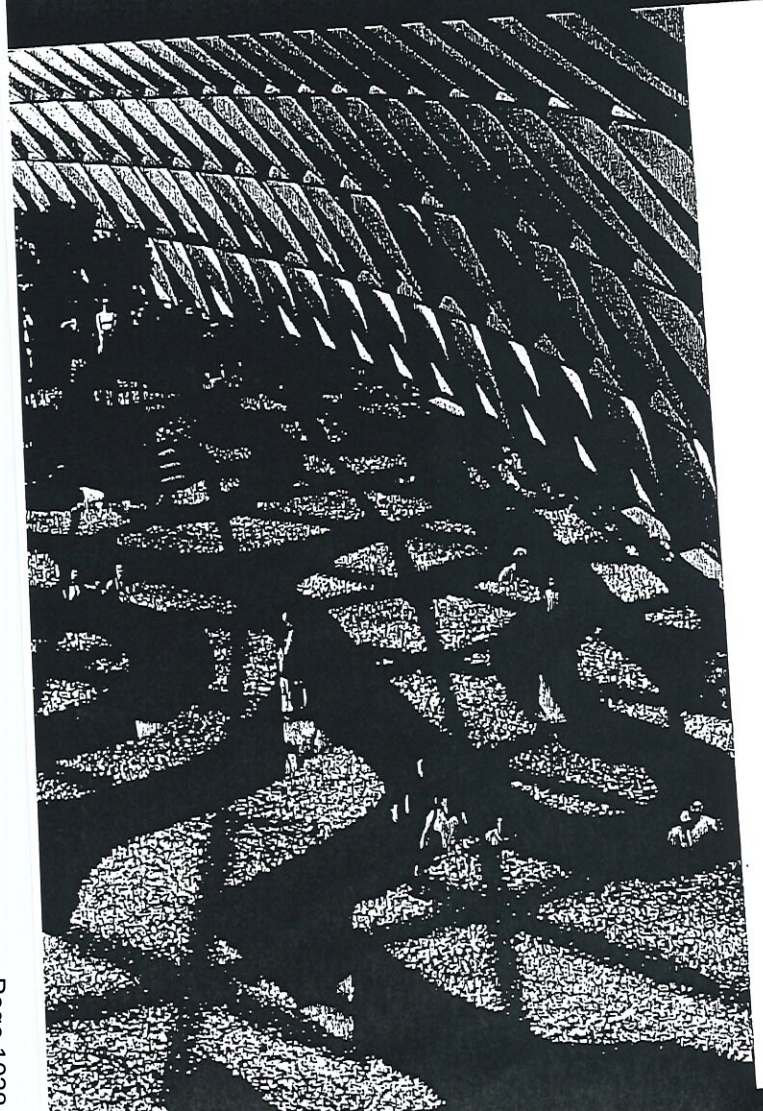
Phase 2: Creative



In the Creative Phase, we meticulously design every aspect of the maze, from pathways to interactive features, ensuring alignment with your theme and vision.

During the Creative Phase, we will:

- Design the maze network with entrance and finale experiences, keynote features and interactives
- Custom-design the maze difficulty to engage participants at different skill levels
- Craft the goal area with unique features enhancing the maze experience
- Integrate additional interactive features for added excitement
- Present the design to you for feedback
- Iterate based on your input
- Provide final technical designs for implementation

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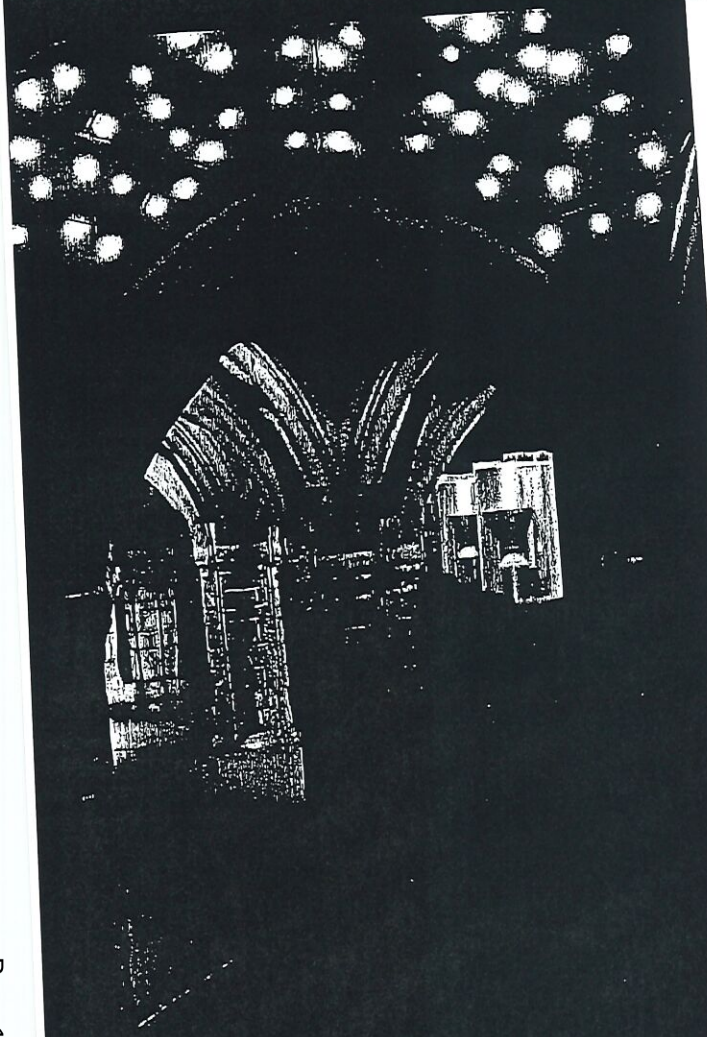
Phase 3: Implementation



During the Implementation Phase, we stand ready to provide support, facilitating smooth execution and addressing any unforeseen challenges that may arise.

During the Implementation Phase, we will:

- Remain on-hand for implementation support, liaising with your project managers and suppliers as required
- Address unexpected late-stage design revisions, arising from structural or other issues, ensuring project continuity
- Offer go-live support, including media and press assistance, such as press appearances, to maximize project exposure and success

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Our Packages

STANDARD

Maze Features

- ☑ Small to medium mazes
- ☑ Standard maze features

Creative Services

- ☑ AFD bespoke maze design
- ☑ Up to 2 hours time with Adrian Fisher
- ☑ Up to 1 design iteration
- ☑ Up to 3 hours implementation support

Other

- No changes to concept, plot, materials, functional design
- No site visits
- No press/media support or appearances
- Scoping subject to retainer

PREMIUM

Maze Features

- ☑ Medium to large mazes
- ☑ Premium maze features

Creative Services

- ☑ AFD bespoke maze design
- ☑ Up to 4 hours time with Adrian Fisher
- ☑ Up to 3 design iterations
- ☑ Up to 6 hours implementation support

Other

- Changes to concept, plot, materials, functional design subject to fee
- One site visit
- Limited press or media support
- Scoping subject to retainer

PRESTIGE

Maze Features

- ☑ Large or statement mazes
- ☑ Prestige & custom maze features

Creative Services

- ☑ AFD bespoke maze design, exclusively designed by Adrian Fisher
- ☑ Up to 8 hours time with Adrian Fisher
- ☑ Up to 6 design iterations
- ☑ Up to 12 hours implementation support

Other

- Changes to concept, plot, materials, functional design subject to fee
- Multiple site visits (per availability)
- Press or media support and appearances on request
- Scoping subject to retainer

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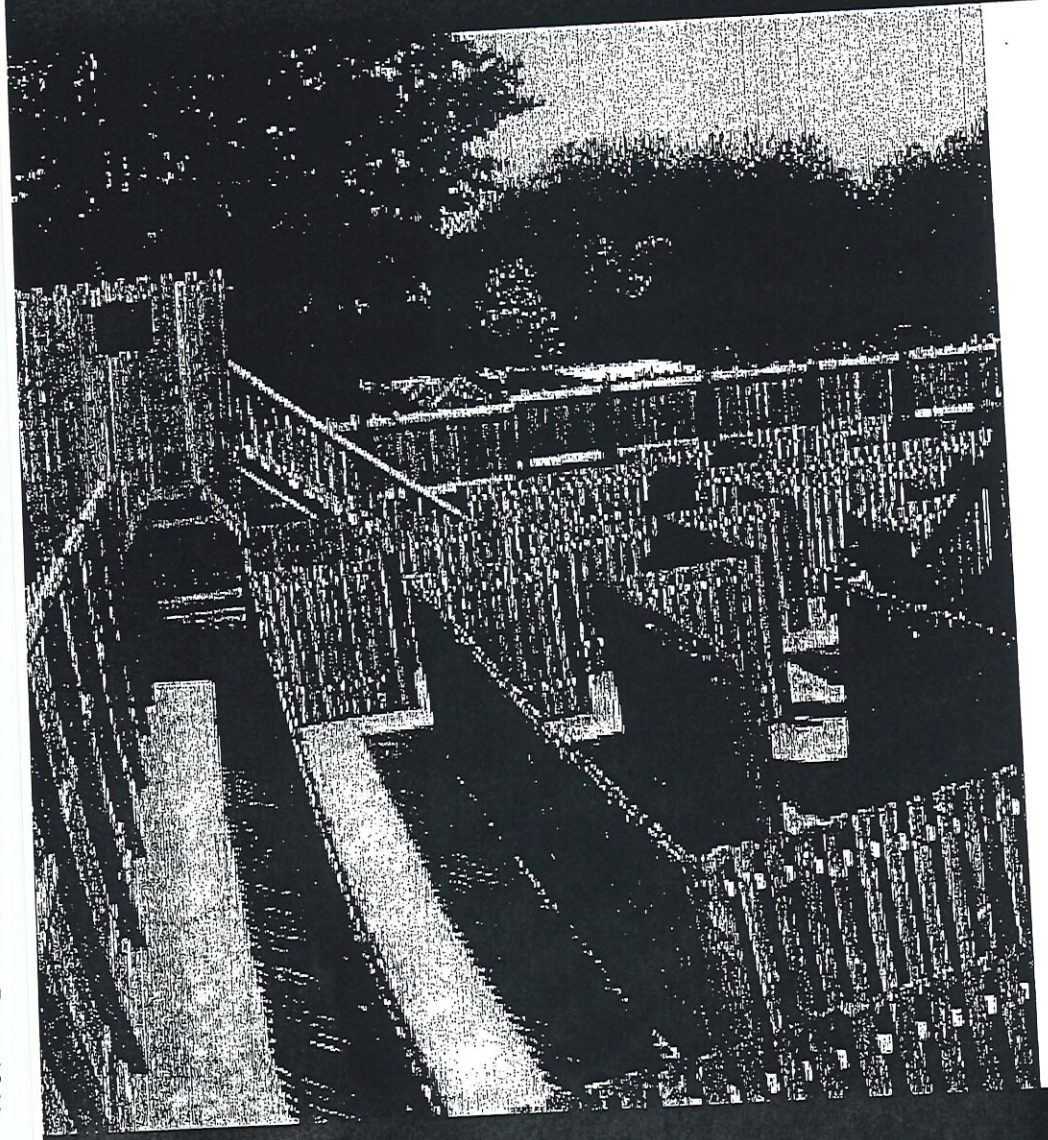
Next Steps



Getting started

1. Indicate high level vision, budget and desired package

2. Execute retainer letter and deposit funds

3. Phase 1: Scoping commences

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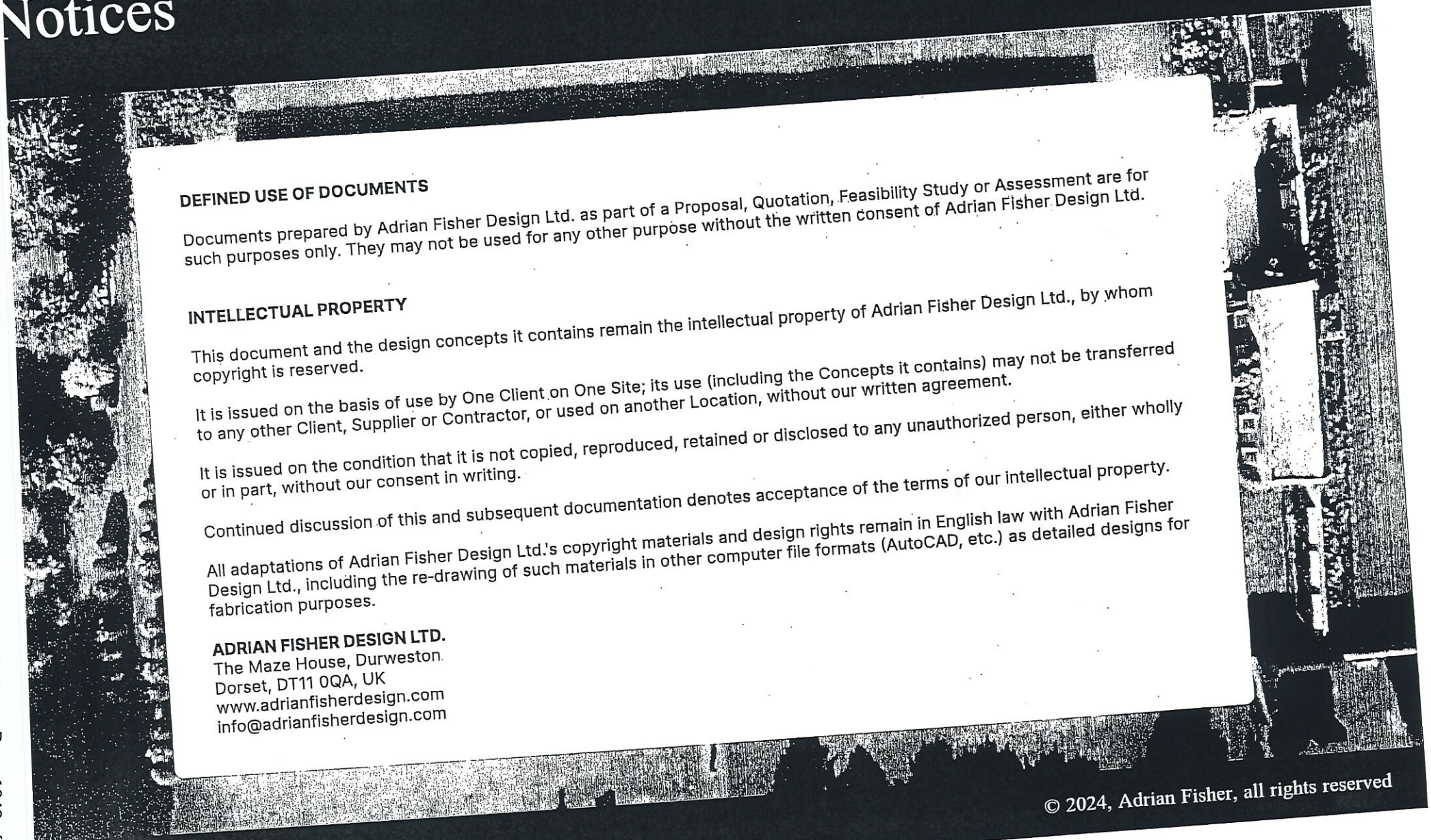
Notices



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Case Study
Adrian Fisher
Adrian Fisher Design
Blenheim Palace, UK
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CASE STUDY

Blenheim Palace, UK

Blenheim Palace, a UNESCO World Heritage site, was given to the First Duke of Marlborough in recognition of his military victories at Blenheim, Malplaquet, Oudenard, and Ramillies during the Marlborough Wars of 1704 - 1709. The palace was later the birthplace of Winston Churchill, Britain's greatest wartime leader of the twentieth century.

Seeking to enhance its family appeal, Blenheim Palace revitalized its expansive walled garden, located half a mile from the palace, by creating the Marlborough Maze, a feature designed to attract and engage visitors.

- ✓ **Historic UNESCO World Heritage site**
- ✓ **Inspired by historic Panoply of Victory**
- ✓ **Boosted visitor numbers significantly**
- ✓ **Featured in media and UK £5 note**



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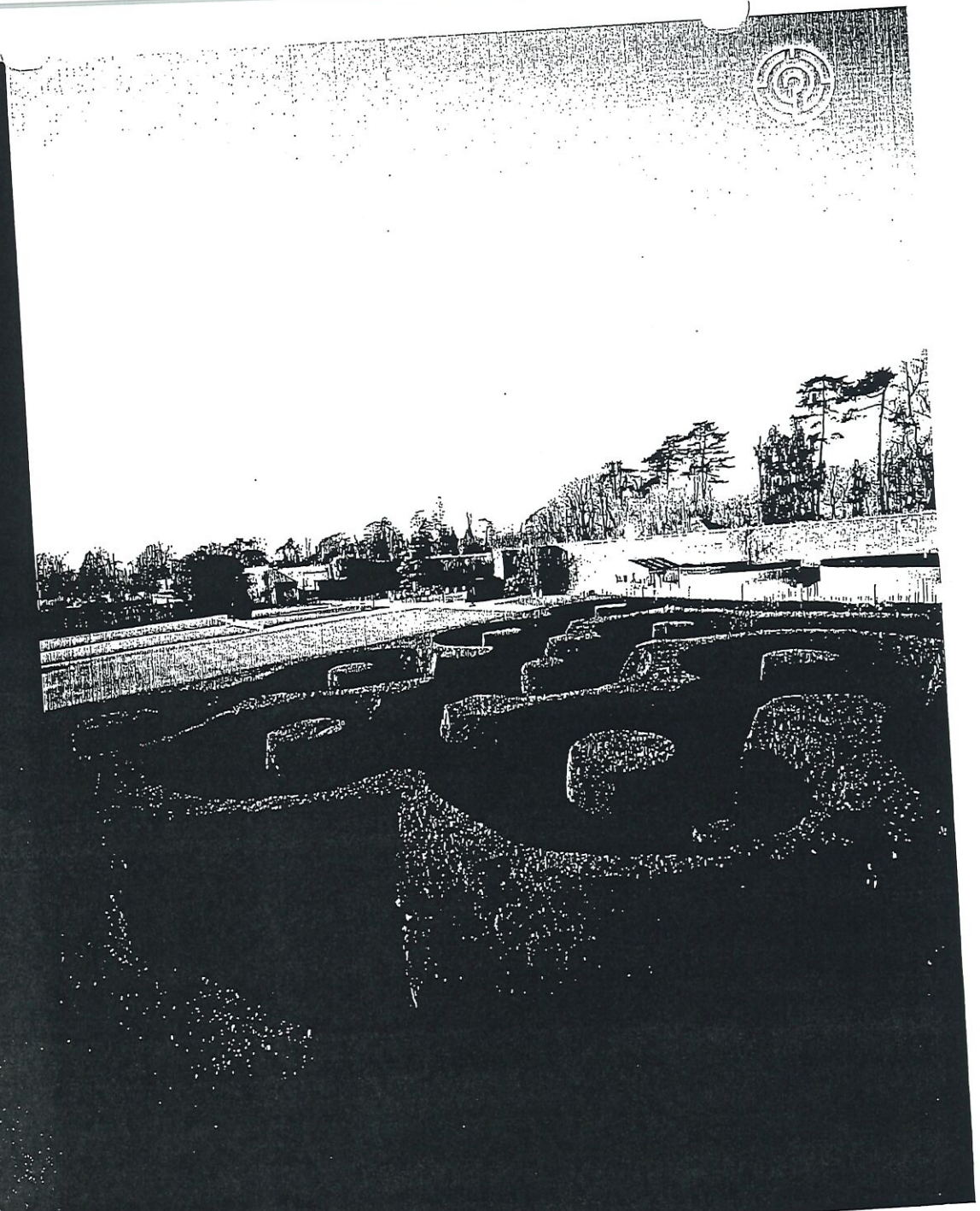
CASE STUDY

Creative Brief

The Duke of Marlborough and his staff sought to broaden the family appeal for visitors.

The gigantic walled garden, located half a mile from the palace, was identified as the new focal point, with a hedge maze at one end of the garden to create an engaging attraction.

The maze needed to fit seamlessly into the historical context of Blenheim Palace, reflecting its rich heritage and storied past.



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CASE STUDY

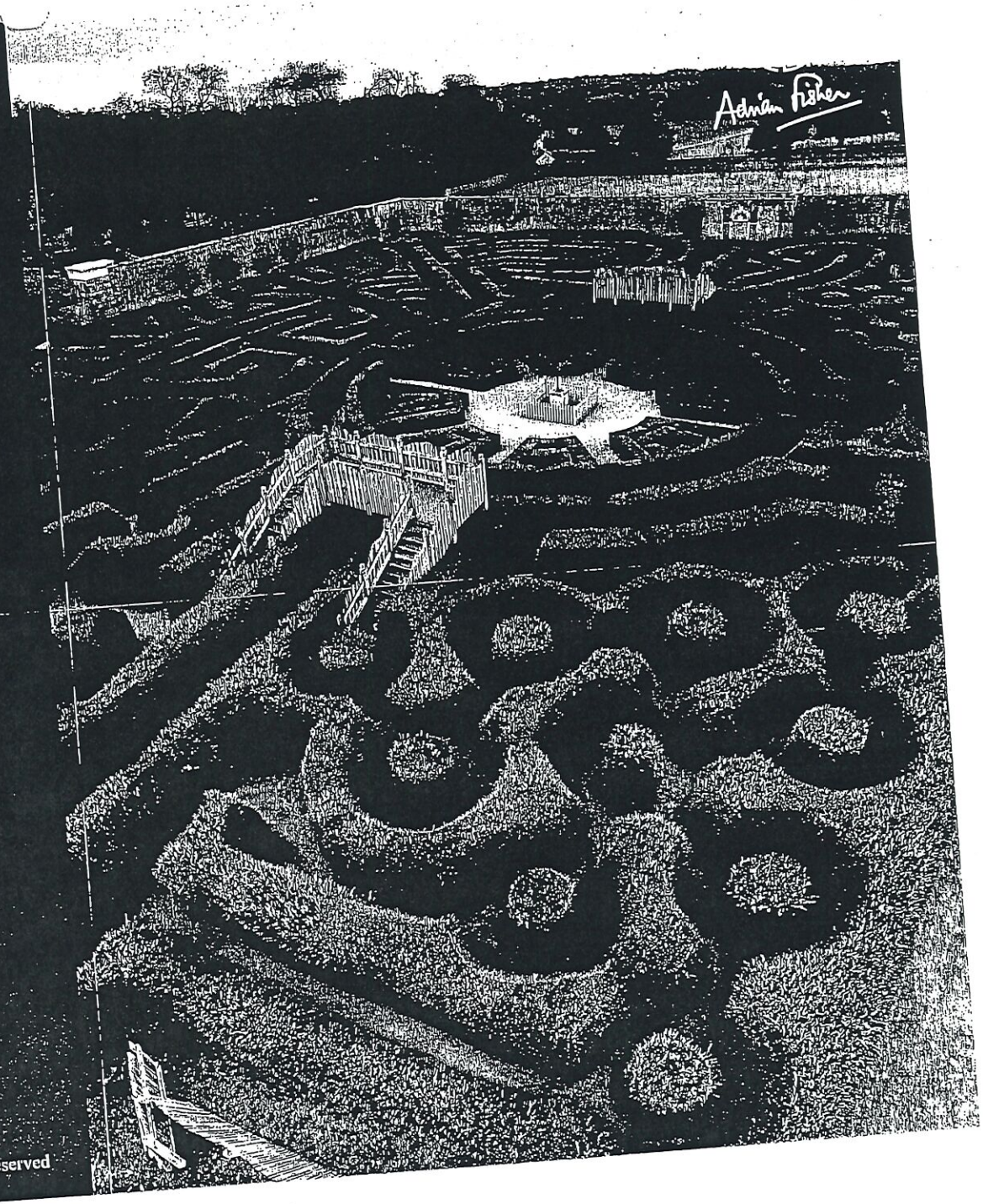
Our Creative Response

In response to the brief, we designed a captivating hedge maze that harmonizes with the historical and natural beauty of Blenheim Palace.

The inspiration for the Marlborough Maze came from the stone sculptures depicting the Panoply of Victory, carved by Grinling Gibbons for the roof of Blenheim Palace.

Seen from above, the lines of the yew hedges portray a cannon firing, pyramids of cannonballs, and the air filled with banners, flags, and the sound of trumpets.

The maze was planned to be both challenging and aesthetically pleasing, offering a unique and interactive experience for visitors of all ages.



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CASE STUDY

Impact

The Marlborough Maze opened in 1991, perfectly timed with the Duke of Marlborough's patronage of the "1991, The Year of the Maze" tourism campaign, which celebrated 300 years of the hedge maze at Hampton Court Palace.

Since its opening, the Marlborough Maze has played a major role in increasing visitor numbers at Blenheim Palace, a trend sustained over 30+ years.

The maze frequently captures the public imagination, whether featured in the media or part of the maze design appearing on the British £5 note in homage to Sir Winston Churchill.

The Marlborough Maze demonstrates the powerful impact of a well-designed maze in transforming a historic site into a dynamic, family-friendly destination, ensuring its place in both the hearts and minds of visitors for years to come.



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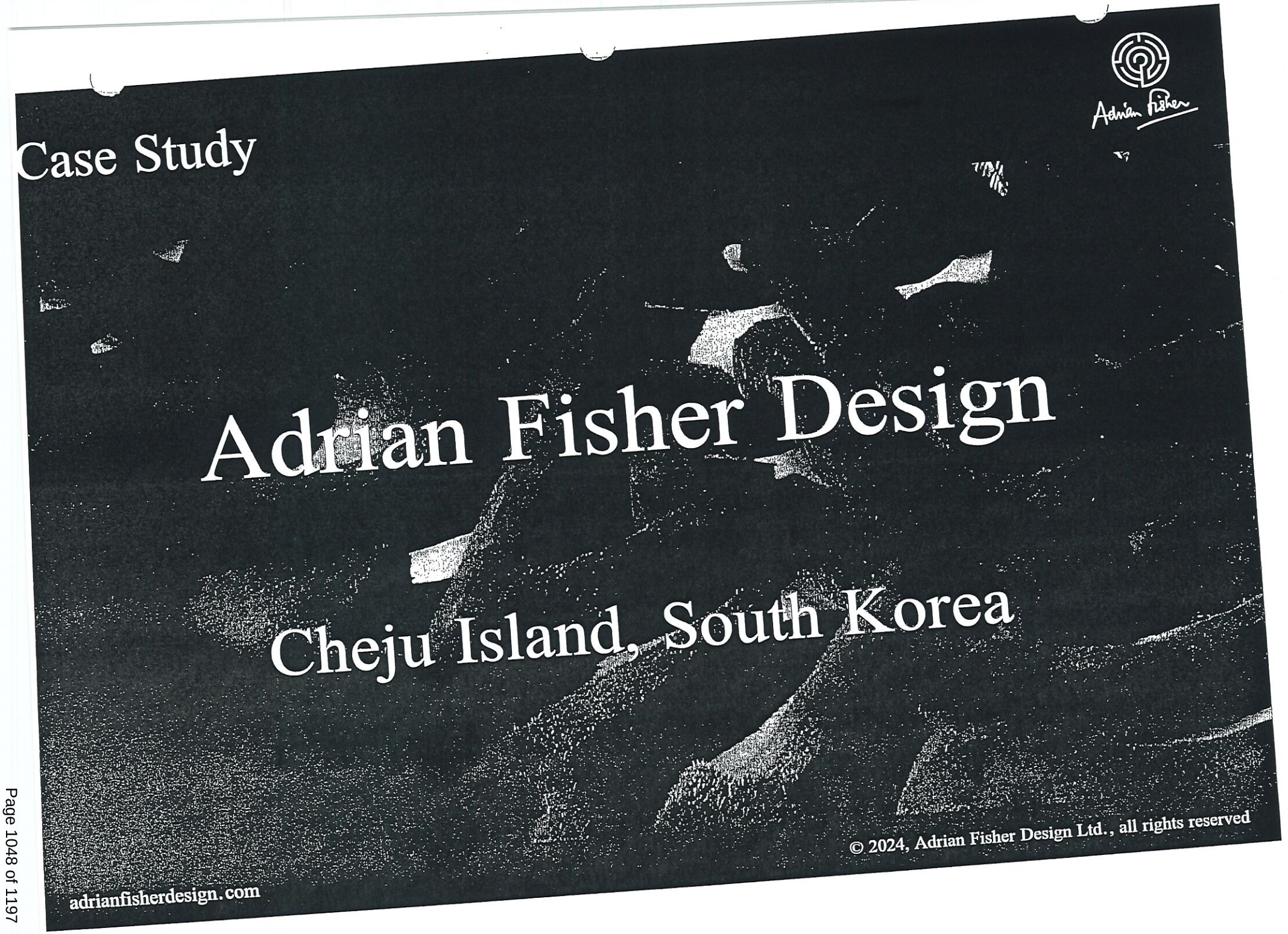
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Adrian Fisher Design
Cheju Island, South Korea
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CASE STUDY

Cheju Island, South Korea

Professor Fred Dustin, an American teaching management at a university on Cheju Island, aimed to create a maze as a tourism project.

This initiative was not only a practical application of his principles but also intended to boost local tourism.

The chosen site for the maze was the lower foothills of the island's principal volcano, where permission was granted for its construction.



- ✓ **First maze on Cheju Island, 1997**
- ✓ **Cultural symbols include serpents, horses**
- ✓ **Features skywalks, observatory, panoramas**

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CASE STUDY

Creative Brief

Professor Dustin sought a hedge maze that was both commercially viable and respectful of the natural volcanic setting. He envisioned a maze that incorporated significant cultural and historical elements of Cheju Island.

The site was publicly owned, allowing only a leasehold basis, but this did not deter Professor Dustin. His goal was to create a maze that resonated with the island's heritage and could handle a high volume of visitors.



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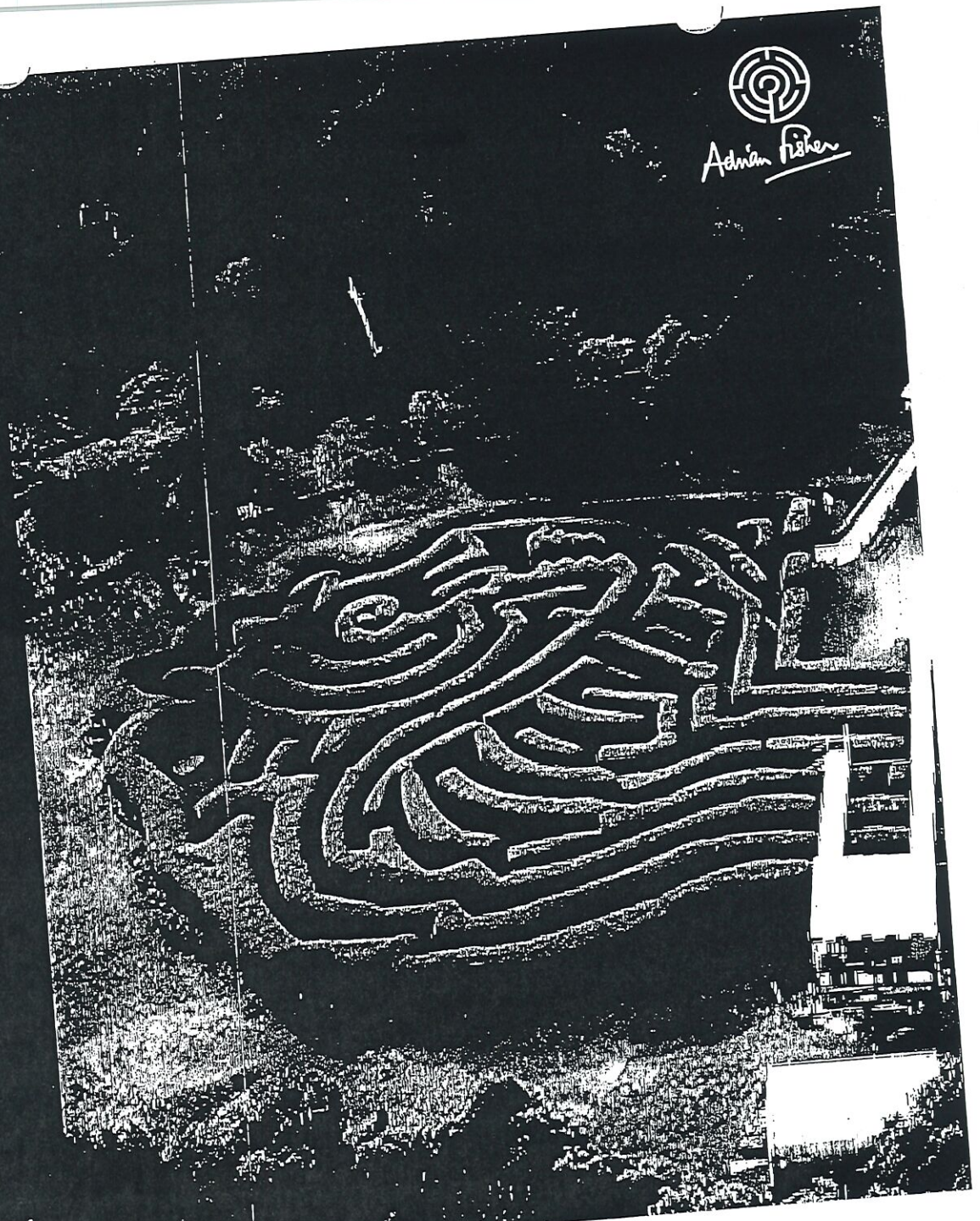
CASE STUDY

Our Creative Response

Our design team took inspiration from the rich cultural history of Cheju Island, incorporating seven symbolic images into the maze. These included:

- A serpent, which was an object of worship on the island until the mid-70s.
- Native horses brought to the island by Mongolians in 1276.
- The ship Sparrowhawk, shipwrecked in 1653, bringing Hendrick Hamel and his company of Dutch sailors to the Joseon Kingdom.

The maze itself is shaped like Cheju Island. The design includes three skywalks and an observatory, providing panoramic views of the entire maze and popular photo spots for tourists. Visitors can navigate the maze in four different ways from the entrance, with varying levels of difficulty.



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CASE STUDY

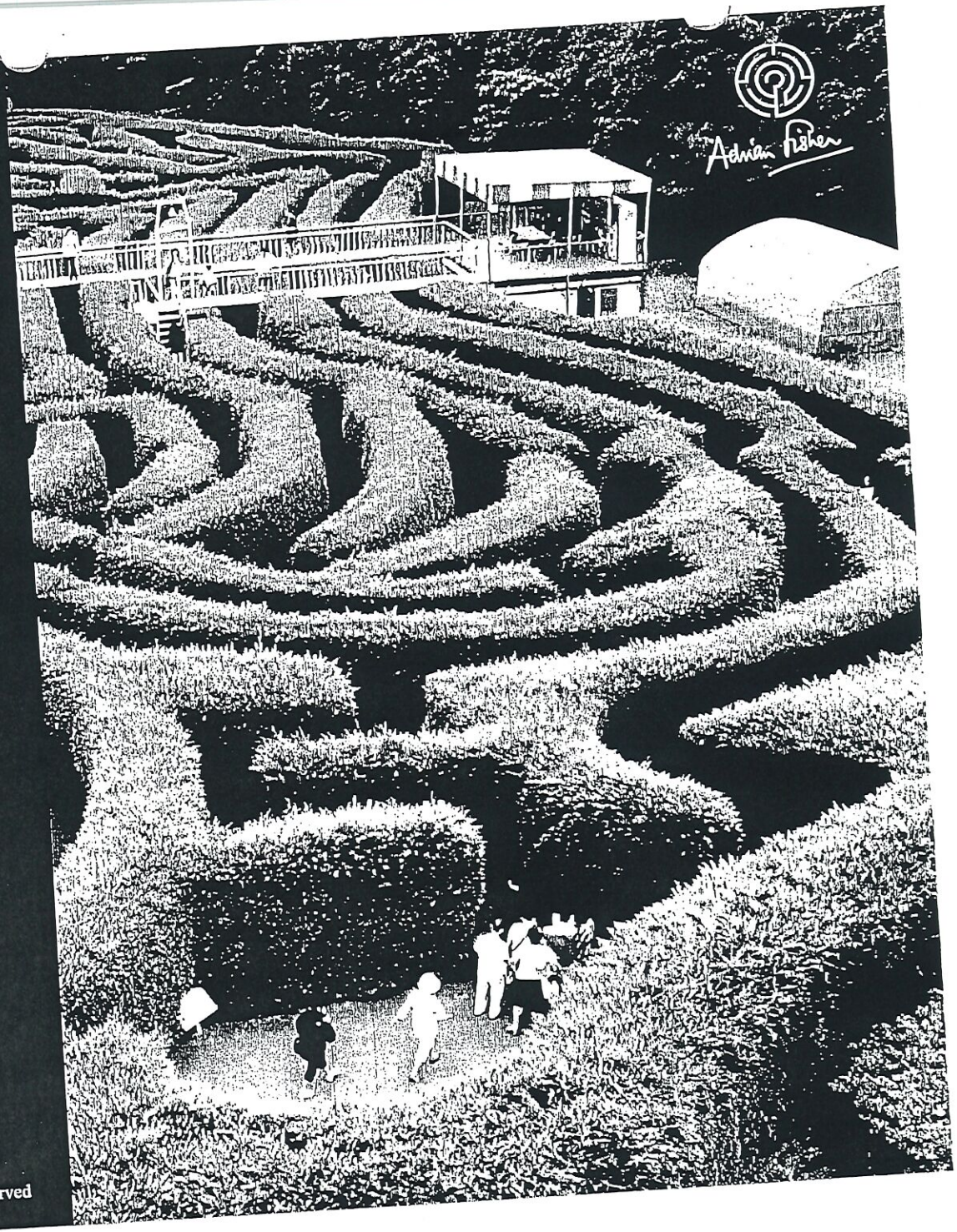
Impact

The maze opened in 1997 as the first of its kind on Cheju Island. It was an immediate commercial success and has maintained its popularity for over 25 years.

While other hedge mazes have since been developed on the island, this maze remains the original and the benchmark by which all others are compared.

"During all these years in Korea, building the maze was really a very smart thing to do - but the smartest thing I ever did was to be lucky enough to have had Adrian Fisher design the maze for me! Many local families return, weekend after weekend; and visitors from the mainland, especially honeymooners, advise their friends of `that interesting and clever maze'. Everyone seems to get their kicks out of their 15-20 minute visit."

Fred Dustin, Owner, Cheju Island Maze, South Korea



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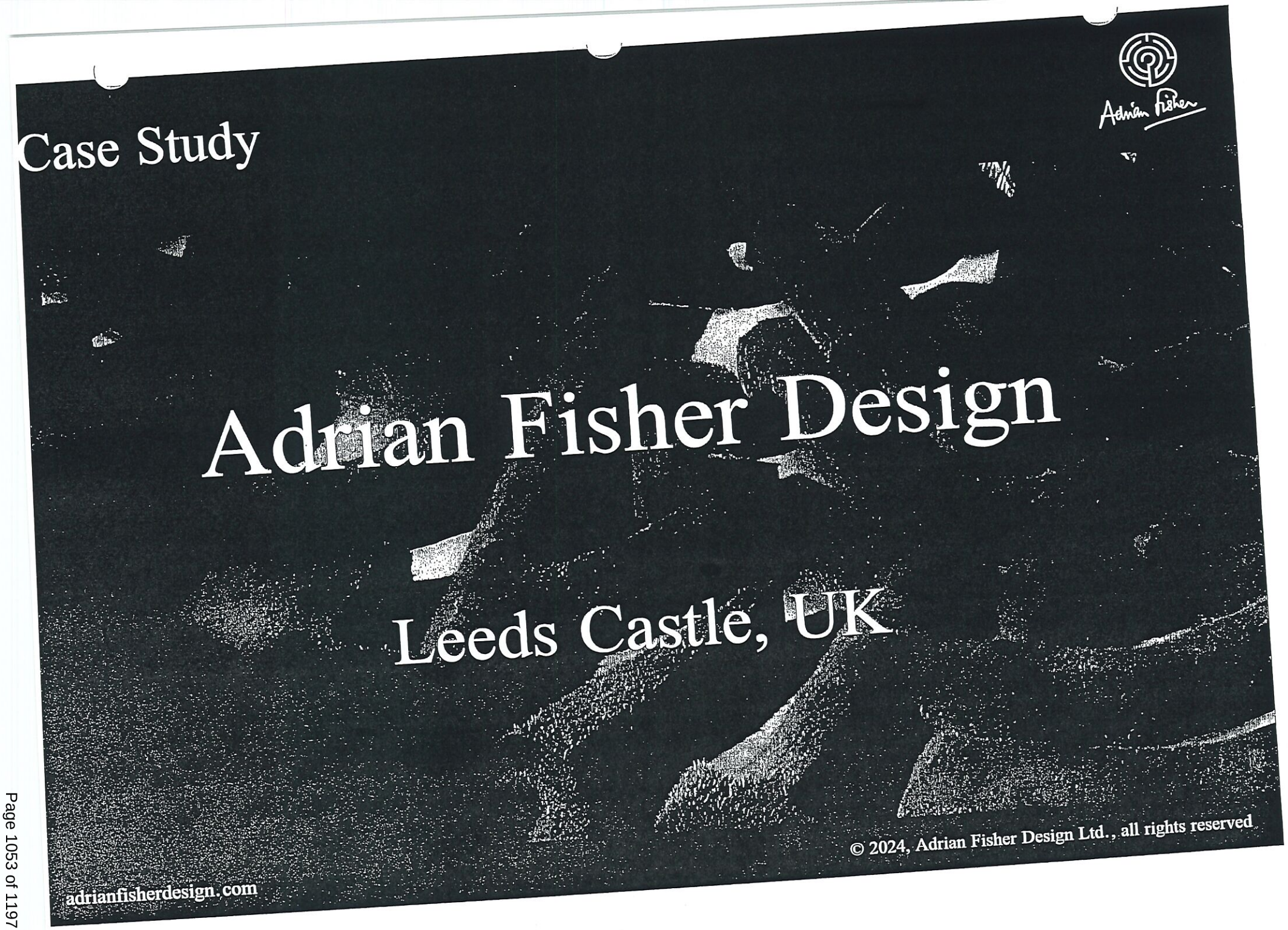
Case Study
Adrian Fisher Design
Leeds Castle, UK
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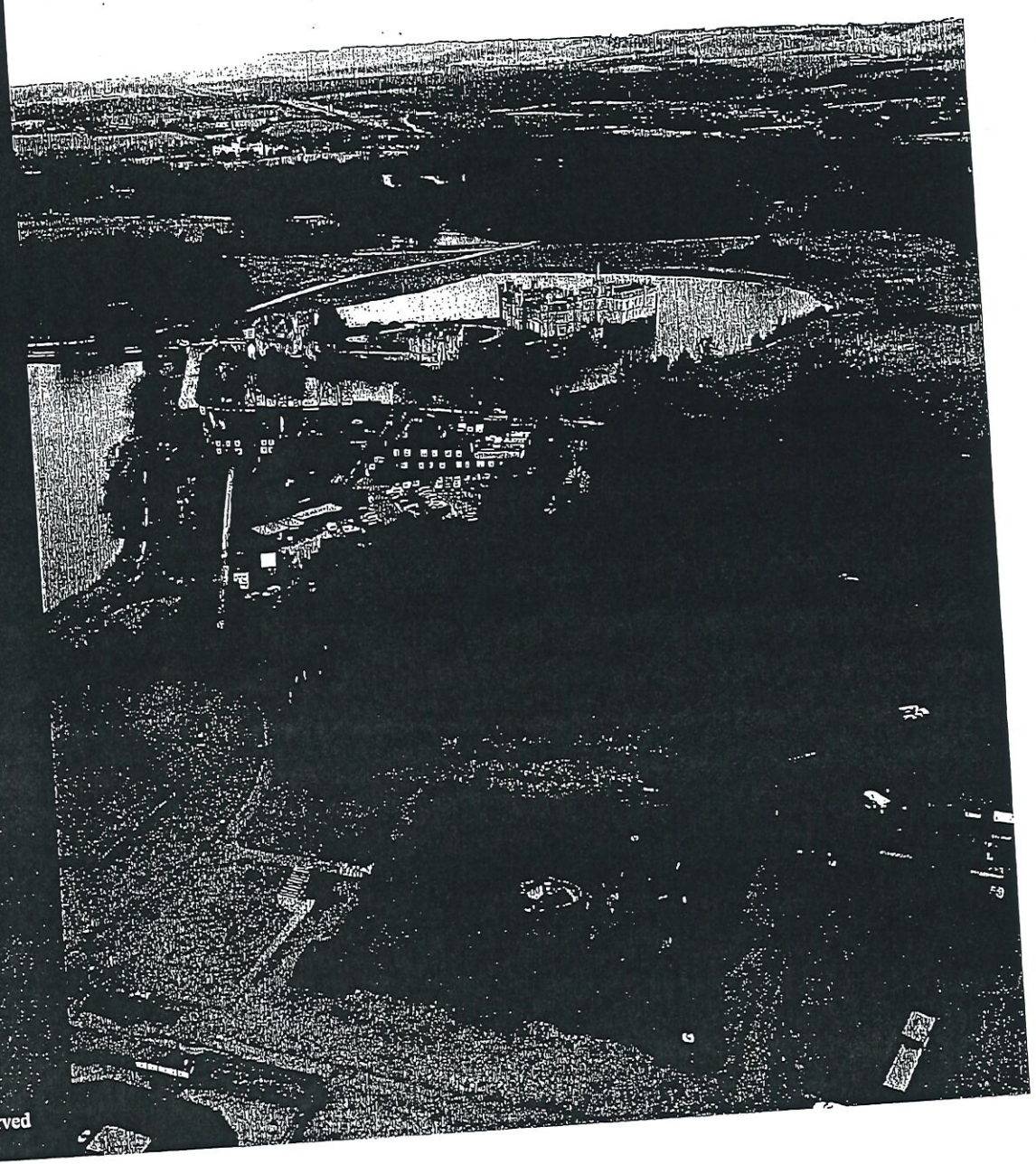
CASE STUDY

Leeds Castle, UK

Leeds Castle, described by historian Lord Conway as "the loveliest castle in the world," is set on two lake islands in Kent, England.

It evolved from a wooden fortress built by a ninth-century thane named Ledian to a royal residence for several Queens of England, starting with Queen Eleanor, wife of Edward I.

This historic site sought to expand its appeal and accommodate more visitors with a creative and engaging addition to its grounds.



- ✓ Landmark in English gardening
- ✓ Unique underground grotto and exit tunnel
- ✓ Helped double visitor numbers

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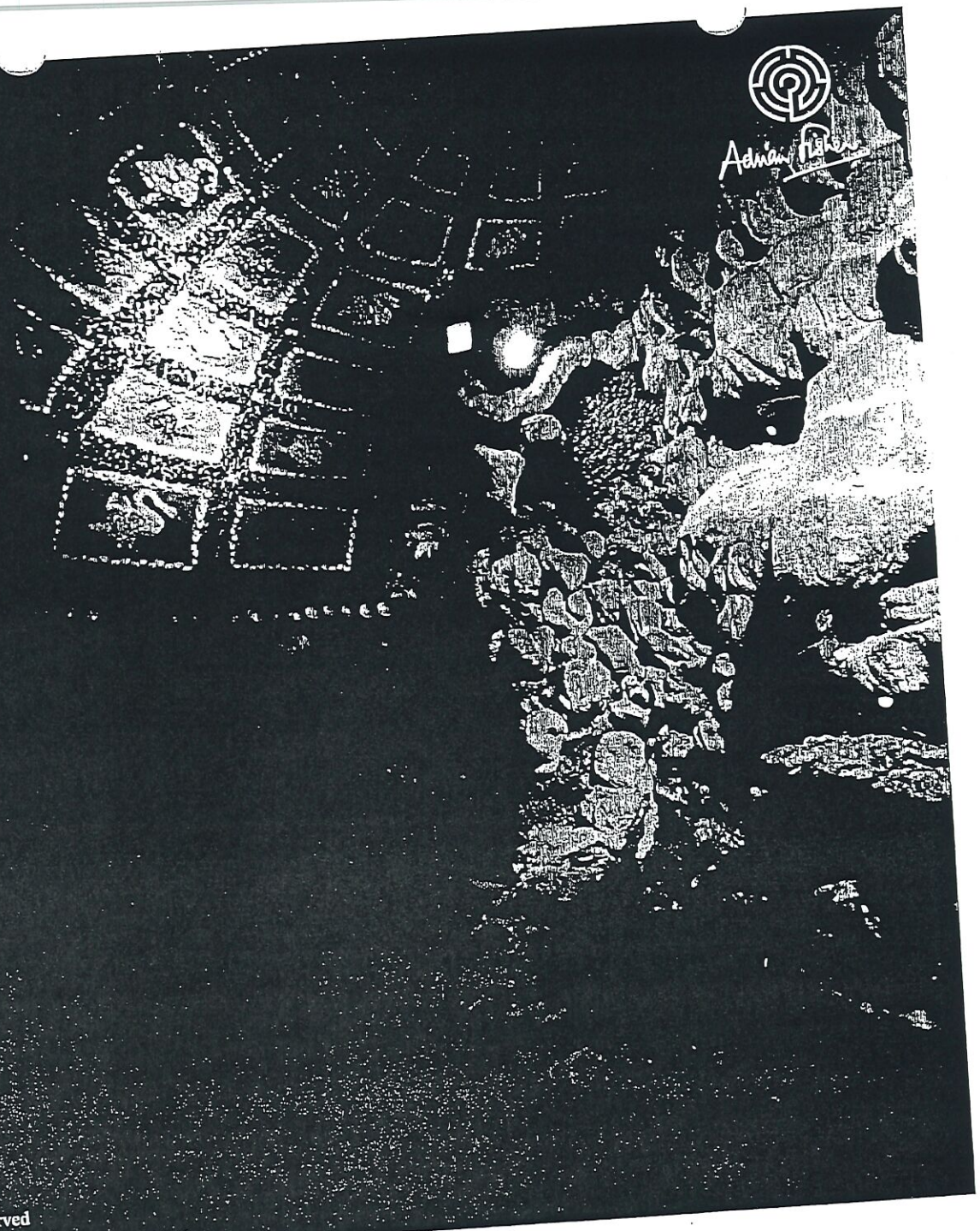
CASE STUDY

Creative Brief

In 1984, Leeds Castle was capable of receiving much higher numbers of visitors, except for the limited capacity within the actual castle.

The plan was to add further activities within the grounds to appeal to a wider public and to handle higher visitor numbers. The hedge maze was the cornerstone of this plan.



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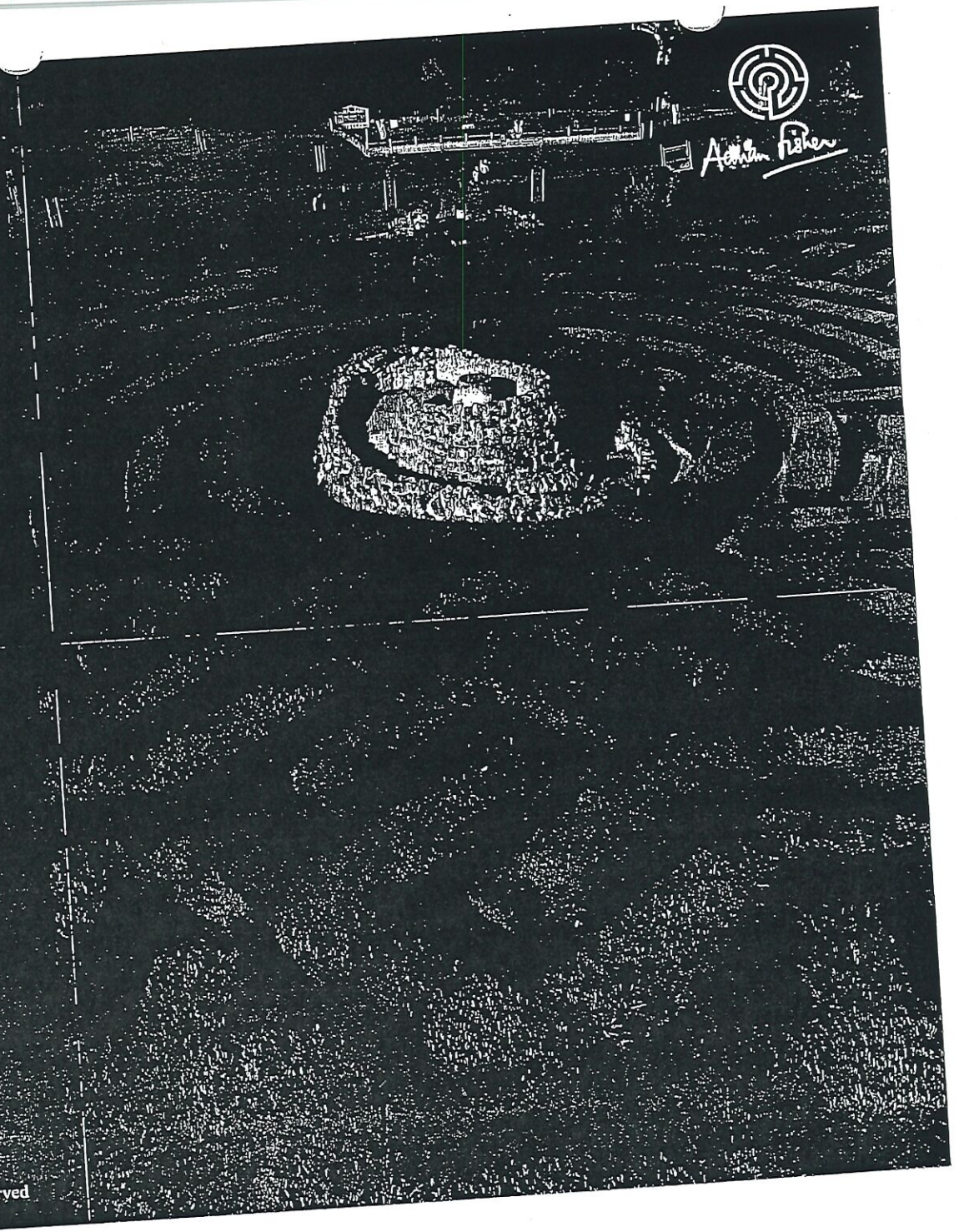
CASE STUDY

Our Creative Response

The maze, designed as a topiary castle with castellated yew hedges, features an entrance bridge and a central tower. The top part of the maze depicts a Queen's crown, honoring Leeds Castle's history with three queens of England. The lower half represents a communion chalice, commemorating the daily mass sung for King Edward I's soul for one hundred years.

Inside, the central raised goal offers views of these symbols. Unique to Leeds Castle Maze is its hidden underground exit tunnel, the world's first public hedge maze with this feature. Beneath the stone tower, an underground grotto adorned with seashells, statues, and cascading water leads through a 90-foot passage to a flooded cave, culminating in a return to the surface.



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CASE STUDY

Impact

The hedge maze was the centerpiece of a substantial capital investment that also included a new aviary, the Culpeper Gardens, and a new pavilion.

Opened in 1988, this investment successfully doubled annual visitor numbers from 300,000 to over 600,000. For the past 35+ years, the maze has played a significant role in maintaining these increased visitor numbers.

The Leeds Castle Maze, with its Grotto and Tunnel, has become a landmark in English gardening. This maze remains in a class of its own, continuing to captivate and endear itself to visitors for over three decades.



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Sigurtà Gardens, Italy
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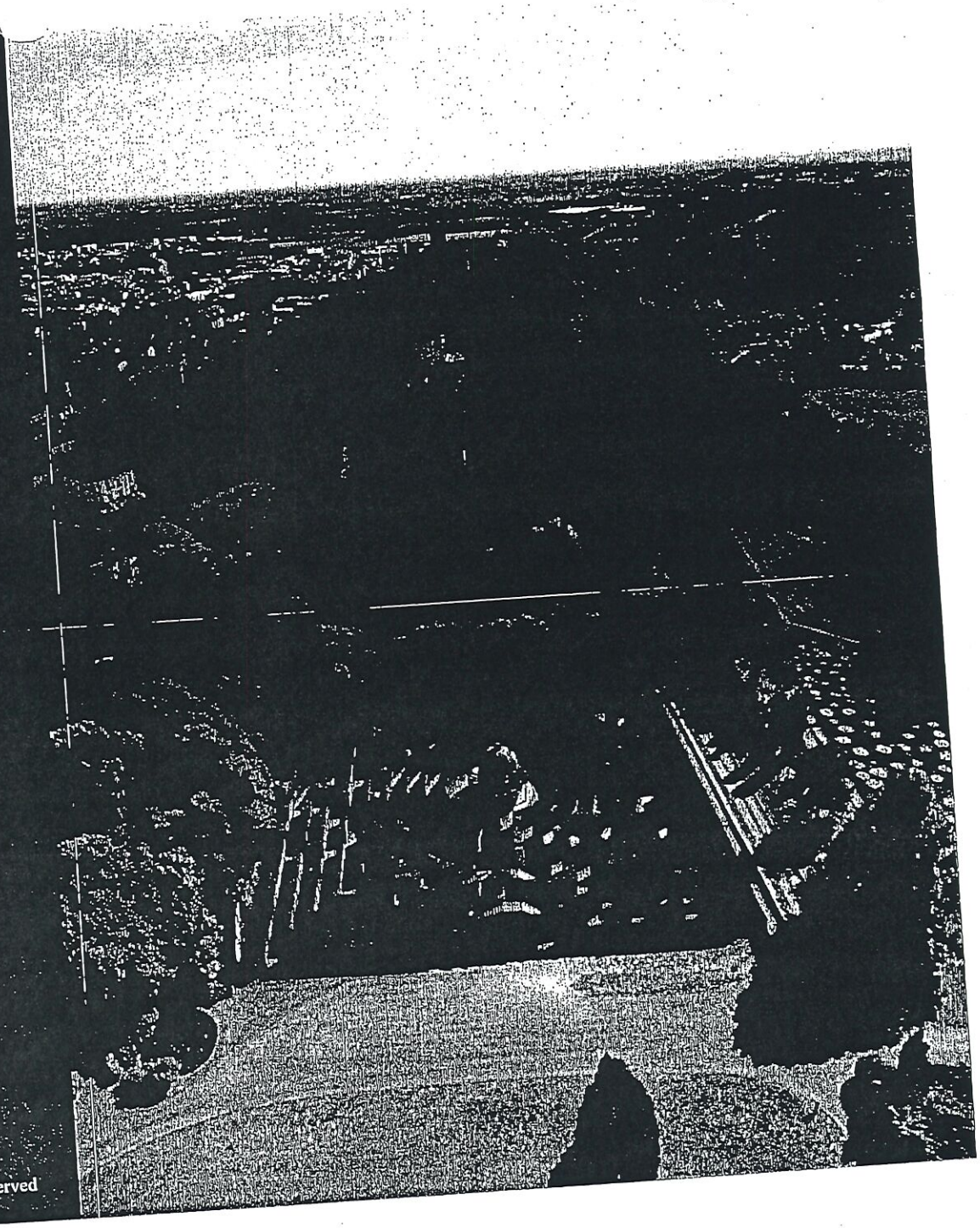
CASE STUDY

Sigurtà Gardens, Italy

Located in Northern Italy and framed by the majestic Castello Scaligero, Parco Giardino Sigurtà is celebrated as "the most beautiful 60 hectares in the world."

Since its public opening in 1978, it has captivated visitors with its expansive botanical and naturalistic splendors, including panoramic promenades, lush lawns, eighteen ponds, and remarkable views.

- ✓ **Set in historical landscaped gardens**
- ✓ **Design reflects Italian Renaissance style**
- ✓ **Helped win prestigious international awards**



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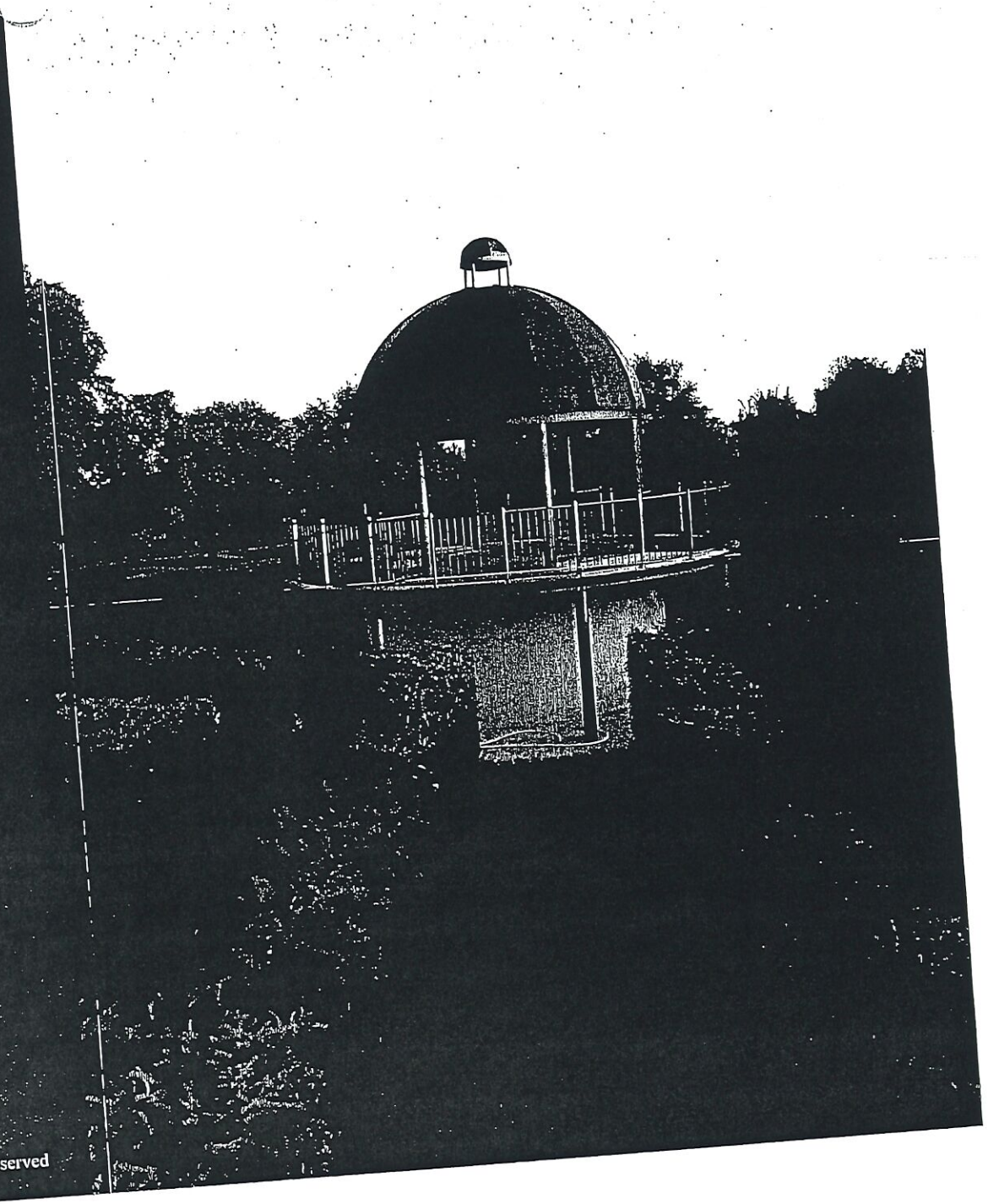
CASE STUDY

Creative Brief

Count Giuseppe Inga Sigurtà envisioned a traditional maze that would mirror the Italian Renaissance's classical style.

His aspiration was to integrate a maze that not only complemented the existing landscape but also resonated with the Renaissance era's emphasis on symmetry and order.

The design was intended to be a labyrinth of concentric circles within a square, echoing the Renaissance's love for geometric harmony and precision.



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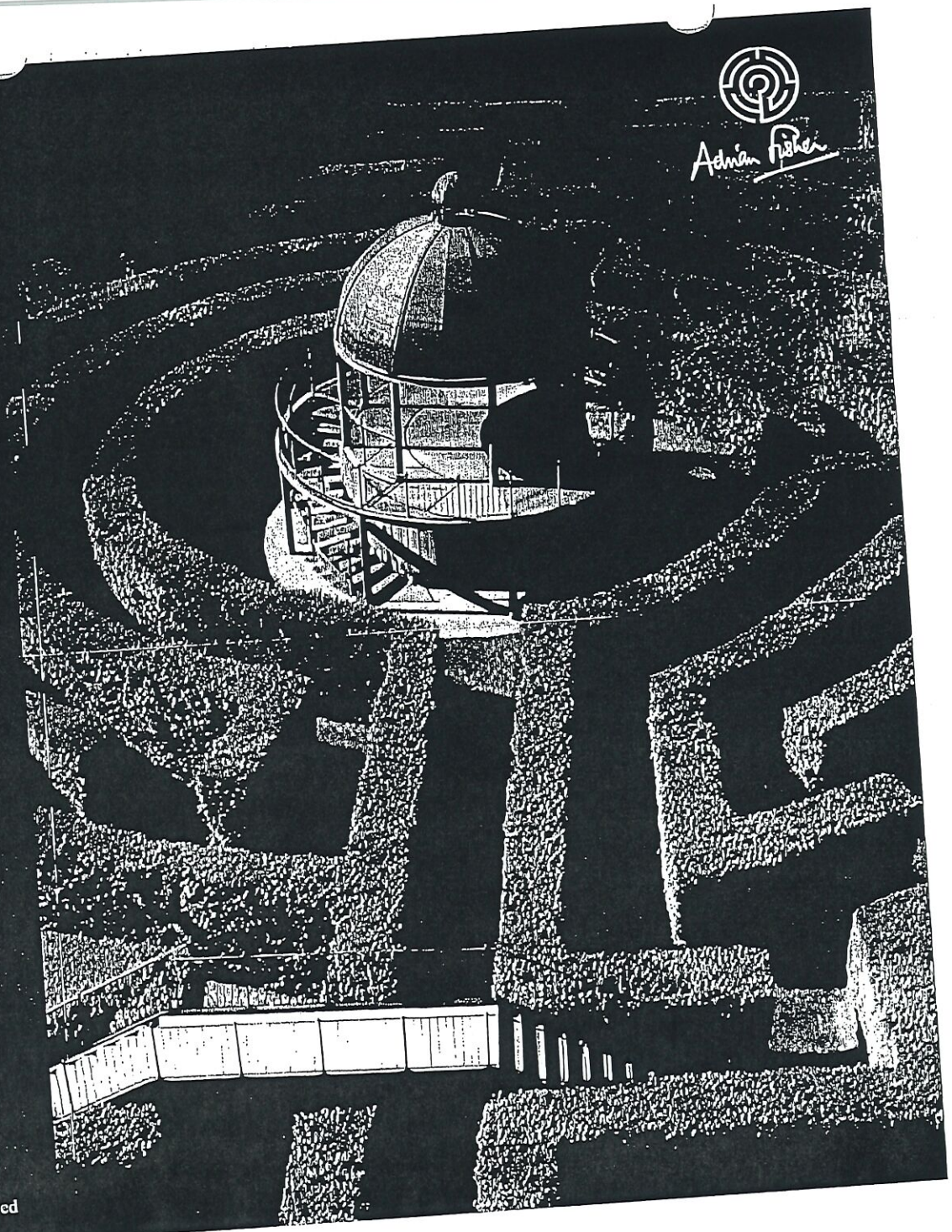
CASE STUDY

Our Creative Response

The maze, designed by Count Giuseppe Inga Sigurtà in collaboration with Adrian Fisher Design, the most esteemed international maze designer, was realized in 2011. Named Il Labirinto ("The Labyrinth"), it spans 2,500 square meters and incorporates 1,500 yew plants.

The design integrates concentric circles within a square, resonating with the classical style of the Italian Renaissance.

The site for Il Labirinto was carefully chosen on top of a ridge, with a sloping path leading down to a valley on one side, enhancing the maze's visual and interactive experience. A tower, inspired by the ones in Paris's Bois de Boulogne, stands at the center, allowing visitors to overlook the maze and the scenic Water Gardens.



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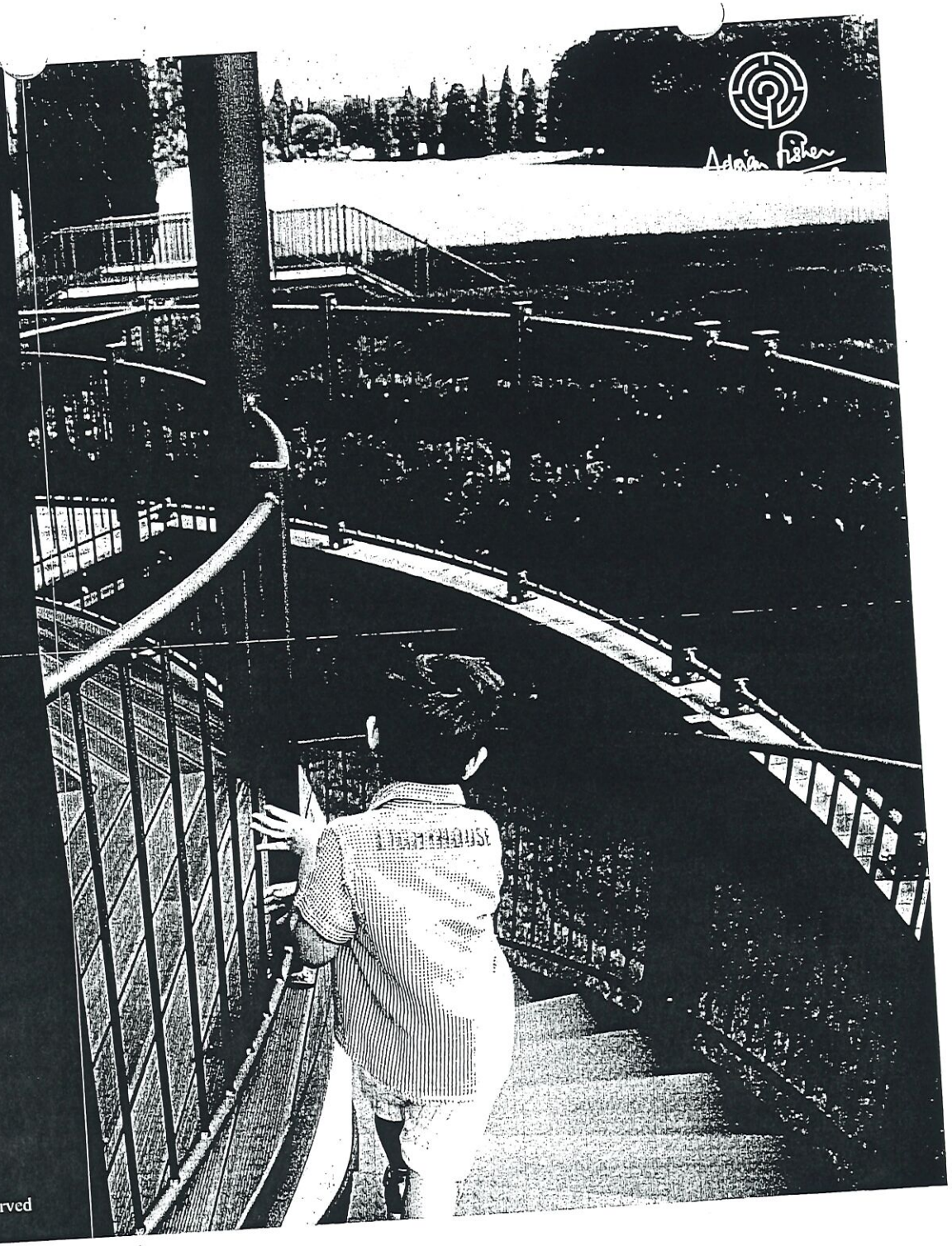
CASE STUDY

Impact

Il Labirinto quickly became a signature attraction within the gardens, attracting a wide audience and enhancing the site's cultural and historical appeal.

It was instrumental in Sigurtà Gardens being recognized as Italy's Most Beautiful Park in 2013 and the Second Most Beautiful Park in Europe in 2015. Additionally, Sigurtà Gardens was announced as one of twelve *Gardens of the World Worth Travelling For in 2024* at the International Garden Tourism Awards 2023.

The maze not only enhances the garden's aesthetic and cultural appeal but also solidifies its standing as a must-visit destination.



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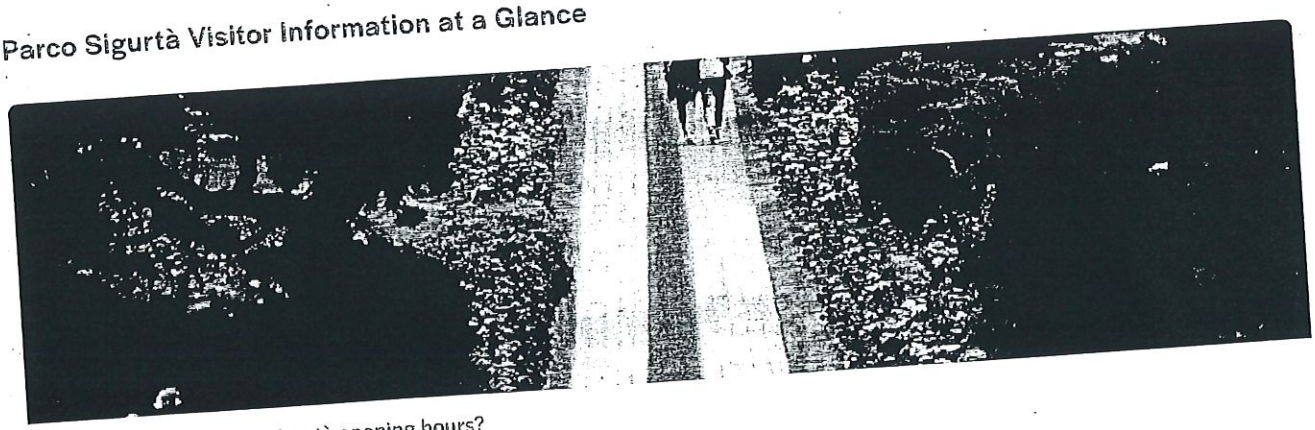
Visit The Most Beautiful Park in Italy | Parco Sigurtà

Owned by the Sigurtà family, Parco Sigurtà proudly carries the title of the most beautiful park in Italy. It is the perfect escape for those looking to spend a day surrounded by nature. Here you can walk through the stunning landscaped gardens, or have a picnic near the impeccably maintained lawns and lakes. To make the most of your time there, you need to plan ahead. Here's everything you need to know about visiting Parco Sigurtà.

Parco Sigurtà Visitor Information at a Glance



- **What are the Parco Sigurtà opening hours?**

Gardaland Theme Park is open from March to November, from 9 AM - 6 PM

- **Where is Parco Sigurtà located?**

Gardaland Theme Park is located at Via Cavour, 1, 37067 Valeggio sul Mincio VR, Italy. Get directions

Contents » best time to visit Parco Sigurtà?

The best time to visit is during the summer when the weather is fine.

- **How many visitors does Parco Sigurtà see per year?**

Parco Sigurtà hosts over 1.5 million visitors annually.

Book Tickets to Parco Sigurtà

Parco Giardino Sigurtà Tickets
Extended Validity
Instant Confirmation
Mobile Ticket
8 hr.
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from
€16

Combo (Save 5%): Gardaland Park + Parco Giardino Sigurtà Tickets
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Opening Hours

Parco Sigurtà is open from 6 March to 13 November 2022.

April to September: 9 AM - 7 PM (last admission at 6 PM)

March, October, and November: 9 AM - 6 PM (last admission at 5 PM)

Last Entry: 1 hour before closing.

Contents » gurtà is closed to the public between mid-November and April each year.

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Case Study

Adrian Fisher Design

The Jewel at Changi, Singapore

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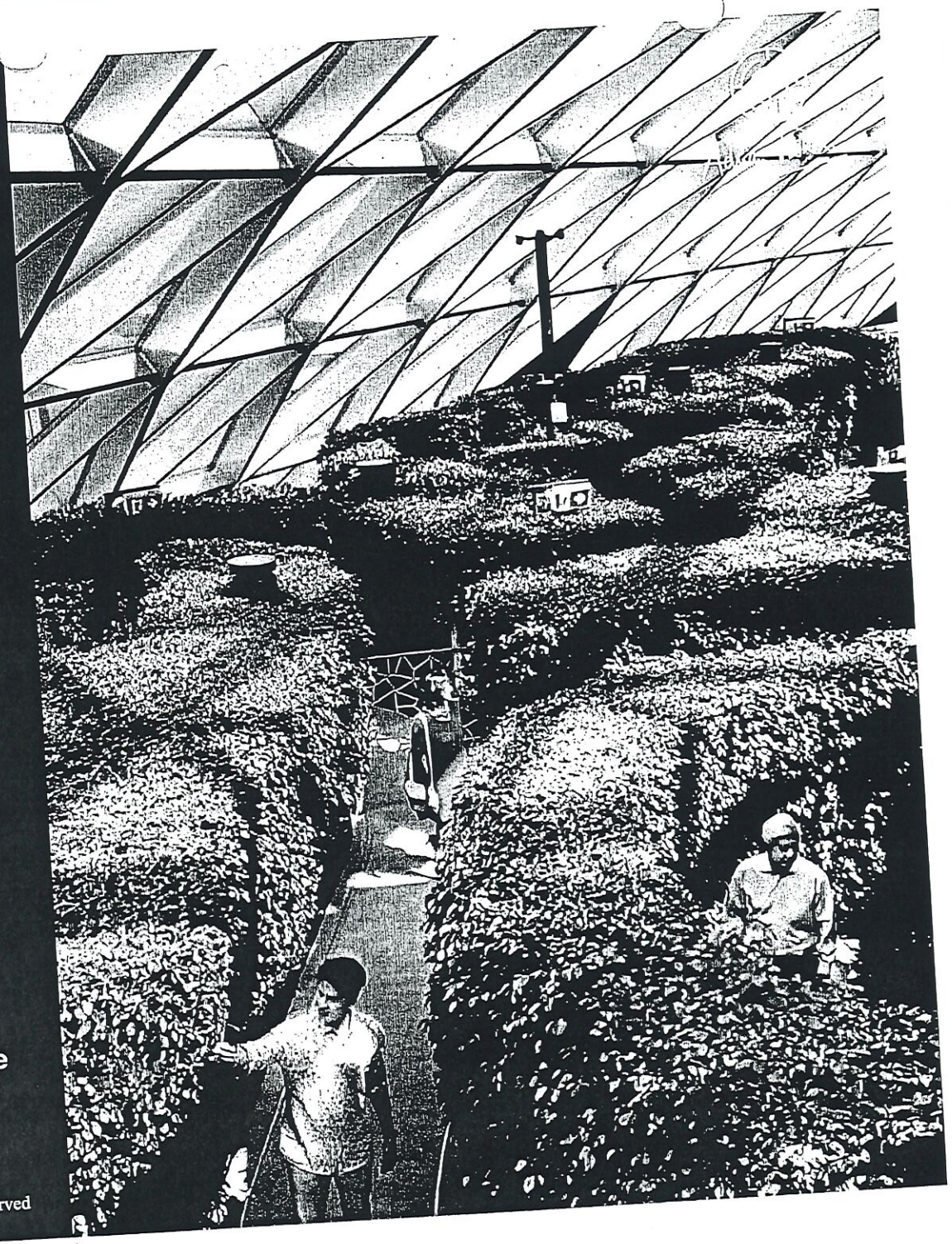
CASE STUDY

The Jewel at Changi, Singapore

"The Jewel" at the heart of Singapore International Airport is a visionary project by Architect Moshe Safdie. Featuring the world's largest indoor waterfall, The Jewel spans 100,000 square meters of floors and decks across five levels, rising 30 meters high. This architectural marvel seamlessly blends nature and urban life, creating a vibrant hub for travelers, visitors, and residents.

At its core lies Singapore's largest hedge maze, designed by Adrian Fisher Design Ltd., adding a lush, green element that enhances the natural ambiance of this innovative space.

- ✓ **World's first indoor hedge maze**
- ✓ **Singapore's largest hedge maze, 1.8m high**
- ✓ **Enhances Jewel's blend of nature and urban life**



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CASE STUDY

Creative Brief

Architect Moshe Safdie is renowned for creating unique spaces that defy convention. His vision for The Jewel was to echo Singapore's reputation as 'The City in the Garden' by combining the essence of being in nature with the vibrancy of a bustling marketplace. This innovative approach aimed to transform the airport into an urban center that engages travelers, visitors, and residents alike.

The upper area of The Jewel is characterized by luxuriant vegetation and a garden-like ambiance. The Canopy Deck, just beneath the glass dome, was designated for two mazes: a hedge maze and a mirror maze. Adrian Fisher Design was tasked with creating memorable and engaging mazes that would keep visitors and travelers returning. Our challenge was to craft the world's first indoor hedge maze, ensuring that the natural ambiance seamlessly blended into the airport experience.



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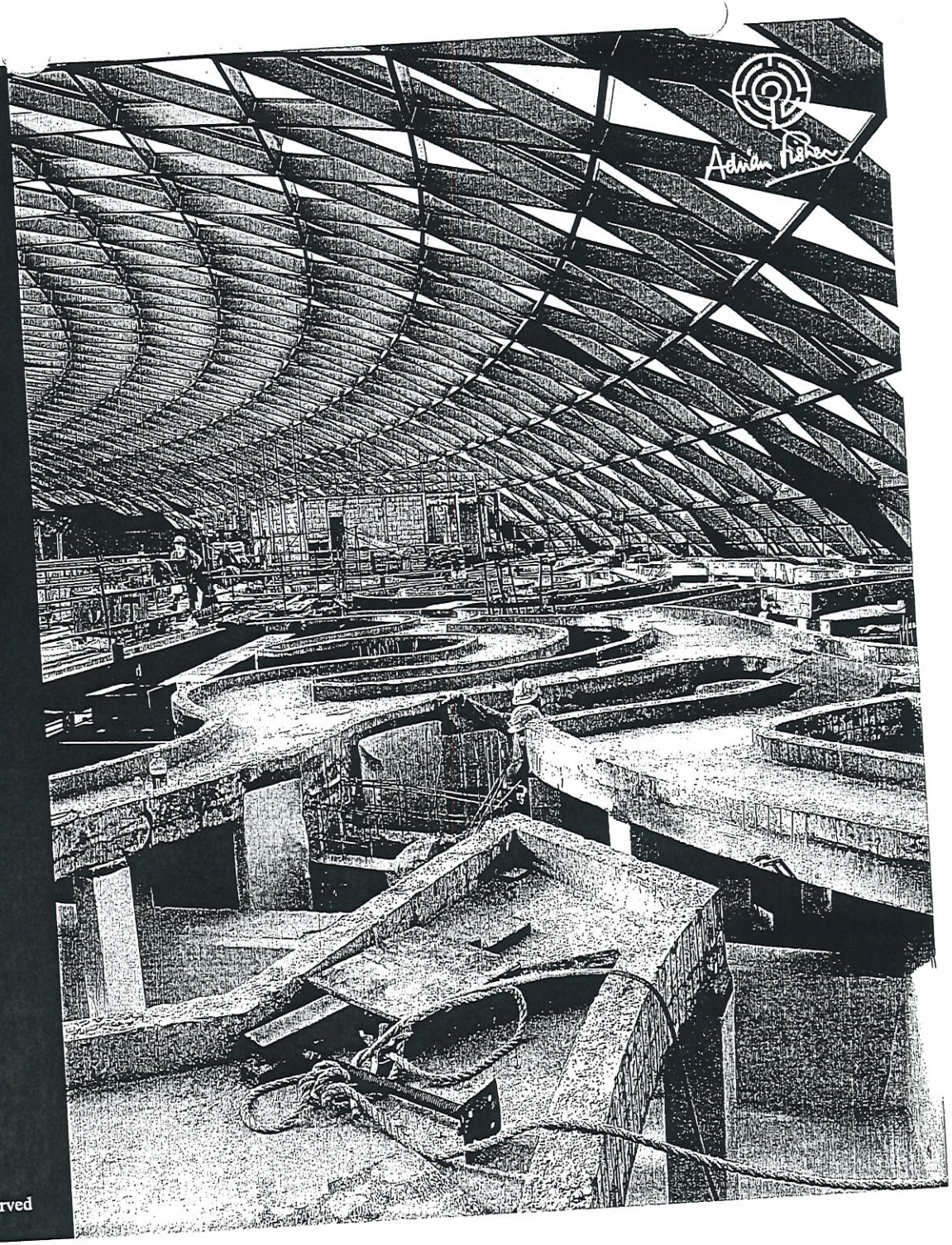
CASE STUDY

Our Creative Response

The Hedge Maze introduces a vibrant green element, with hidden paths and puzzle-solving fun. As the world's first indoor hedge maze, it required careful planning for light, irrigation, and drainage.

Custom soil troughs were designed to support lush vegetation, mimicking natural rainfall for irrigation and integrating effective drainage. The maze's layout maximizes exploration with winding paths, hidden nooks, and surprising turns. Decorative gates and the circular viewpoint offer stunning perspectives, reinforcing the tropical environment.

Our innovative design ensures the maze seamlessly blends into The Jewel's garden-like ambiance, creating a unique and engaging experience for visitors.



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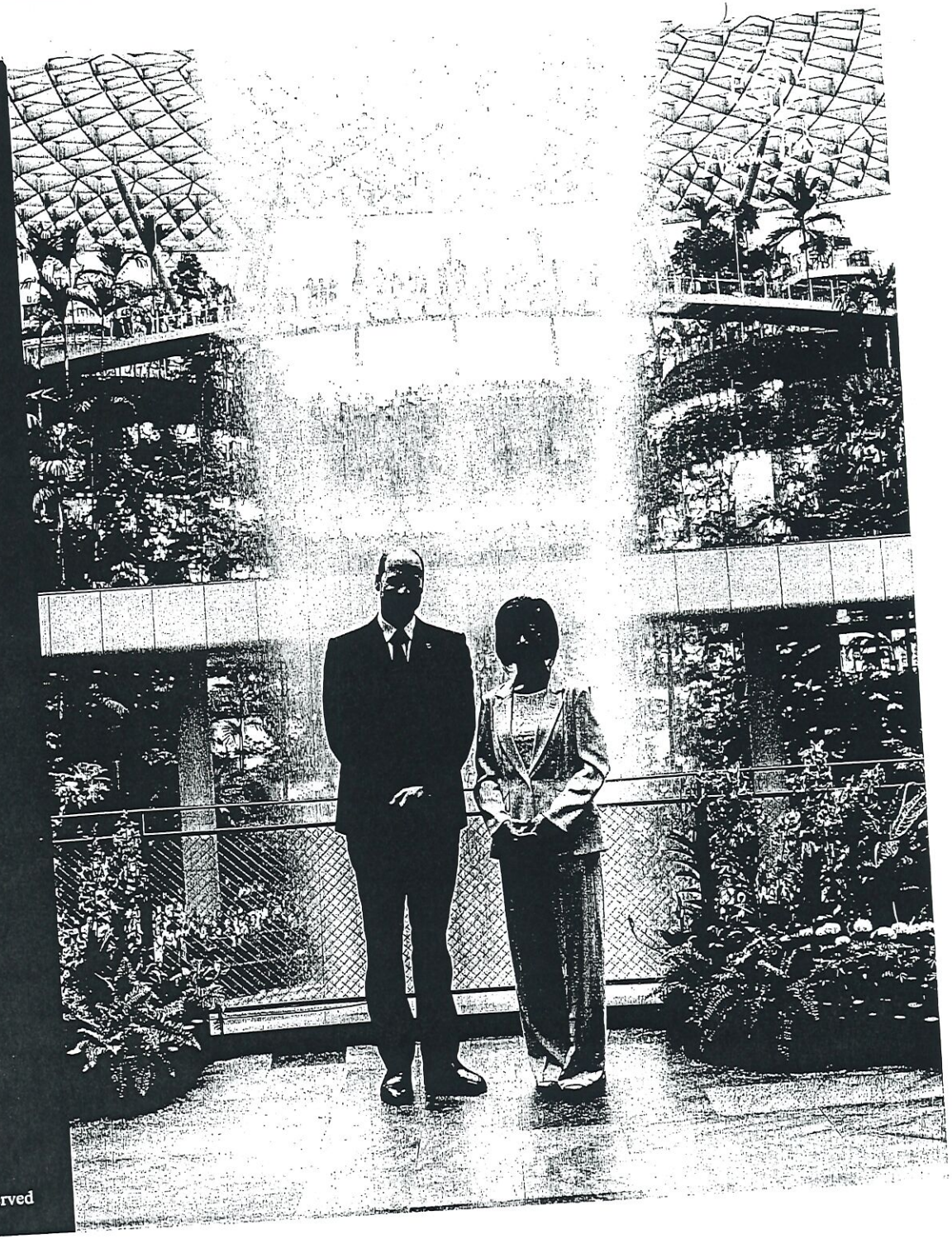
CASE STUDY

Impact

The hedge maze is one of the unique and idiosyncratic aspects of The Jewel, which opened in 2019. As Singapore's largest hedge maze, with a hedge height of 1.8 meters (5'11"), it has attracted numerous visitors, including notable luminaries such as Prince William. The Hedge Maze at The Jewel has helped Singapore International Airport frequently be voted the finest in the world.

The Jewel has become a popular leisure destination in its own right for residents of Singapore as well as for airline passengers. The Hedge Maze plays a vital social role, offering an engaging activity for individuals, families, and groups. With no age limits, the maze invites everyone to join in the fun, promoting social interaction and mental stimulation.

The Hedge Maze at The Jewel exemplifies how thoughtfully designed spaces can enrich the visitor experience and enhance a location's appeal.



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'If money is going to be made here, it stays here,' says maze founder

Kimnyoung Maze Park is almost 20 years old and founder Fred Dustin has never stopped giving back to the local community

Darren Southcott | editor@jejuweekly.com

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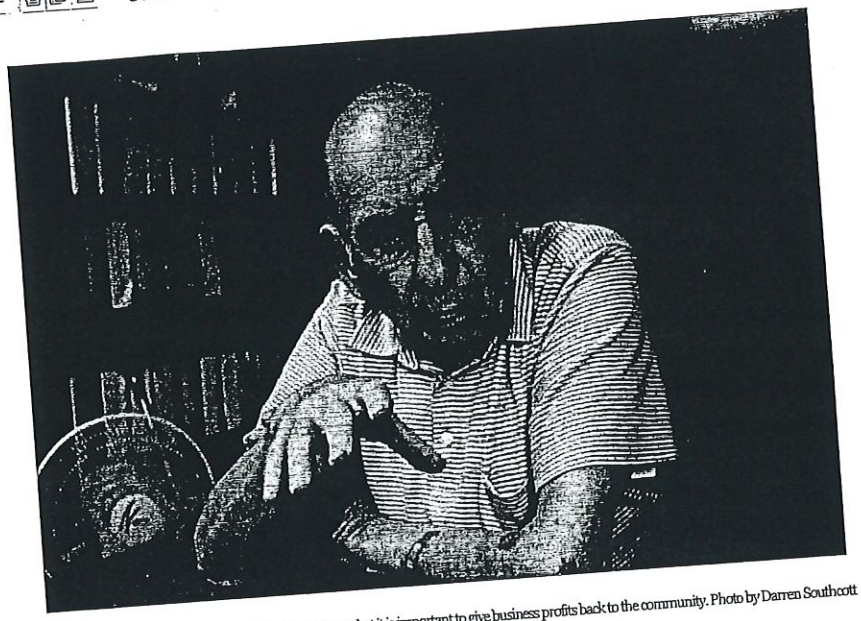

▲ Kimnyoung Maze Park founder, Fred Dustin, believes that it is important to give business profits back to the community. Photo by Darren Southcott

When asked why he donates so much of Kimnyoung Maze Park profits to charity, Fred Dustin replies: "You're supposed to."

Dustin, who has lived in Korea since the 1950s and moved to Jeju in 1971, began work on the maze in 1987 before opening its doors in 1995. The maze, designed by world-renowned maze designer Adrian Fisher, will attract its 5-millionth visitor next year.

The maze is consistently rated as one of Jeju Island's top tourist attractions and up to 15 percent of its profits are plowed back into the community, something Dustin sees as unremarkable.

"It never really occurred to me not to do it. Plus, you get a little bit more value for your money by giving it away," he says. The park's marketing director, Lucas Kim, says visitors to the park are none-the-wiser: "We try to tell them, but they don't care. They just want a good time."

The Jeju Weekly
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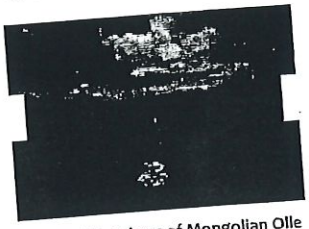

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'The best thing about my job is getting to meet



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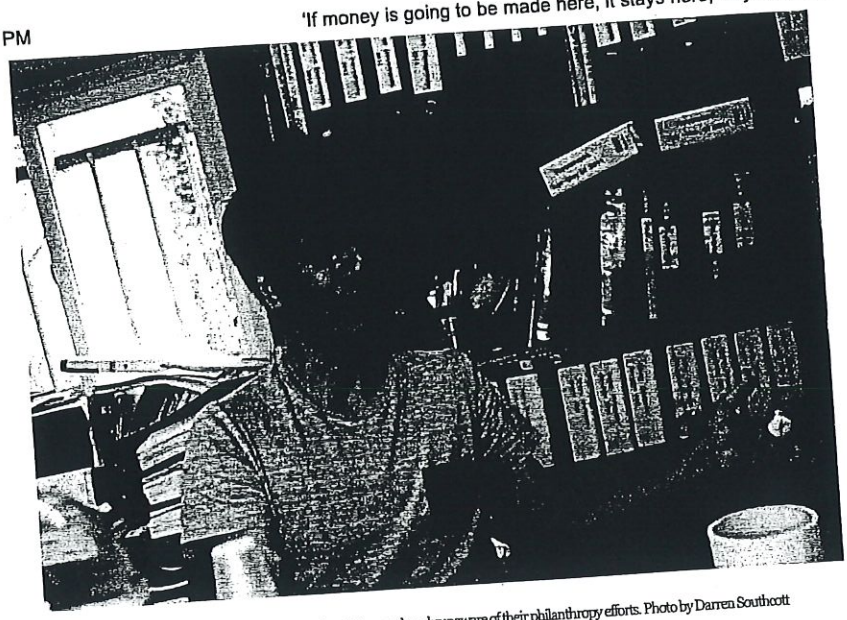
Nangpoon is a term used to describe the Jeju traditional country style of dining.





▲ The park's marketing director, Lucas Kim, says that visitors are largely unaware of their philanthropy efforts. Photo by Darren Southcott

Causes supported include up to 60 million won to Jeju National University, 10 million won to a local senior citizens' school, and 7 million won to local elementary and middle schools. It also currently runs a summer night program which allows Jeju National University students to gain crucial hands-on experience. Kim says the program sprang from a lack of interest among JNU tourism students in entering the industry.

"I asked the students — all seniors — how many wanted to work in tourism. Only five of them put their hands up," he says, most of the others having been put off by low pay and poor work conditions. The maze pays well and aims to show that tourism is about "putting a smile on people's faces."

"Tourism is actually very charming; I want students to know its good side. So I said, okay we will pay well — twice what they earned before — and they can do all the work, from marketing to sales, even facilities. They learn everything about this company and the process of the tourism industry," says Kim.

Making customers smile is thus a key mission of the six students who manage the operation from ice cream and ticket sales to accounting. While there is no fast track to working at the park itself, a current manager, Moon Daewook, is an alumnus. "Yes, he's a damn good example," says Dustin.

For the night tours, solar-powered lighting, LED lamps and glow-in-the-dark tape are used and candle lanterns are given to visitors to help navigate the maze. The night scenes are especially attractive for romantic couples, says Kim.

Students volunteer for the project through their respective departments and are then selected through interview. Although there is scope for talented students to excel, it is mostly hard graft for young adults with little work experience.

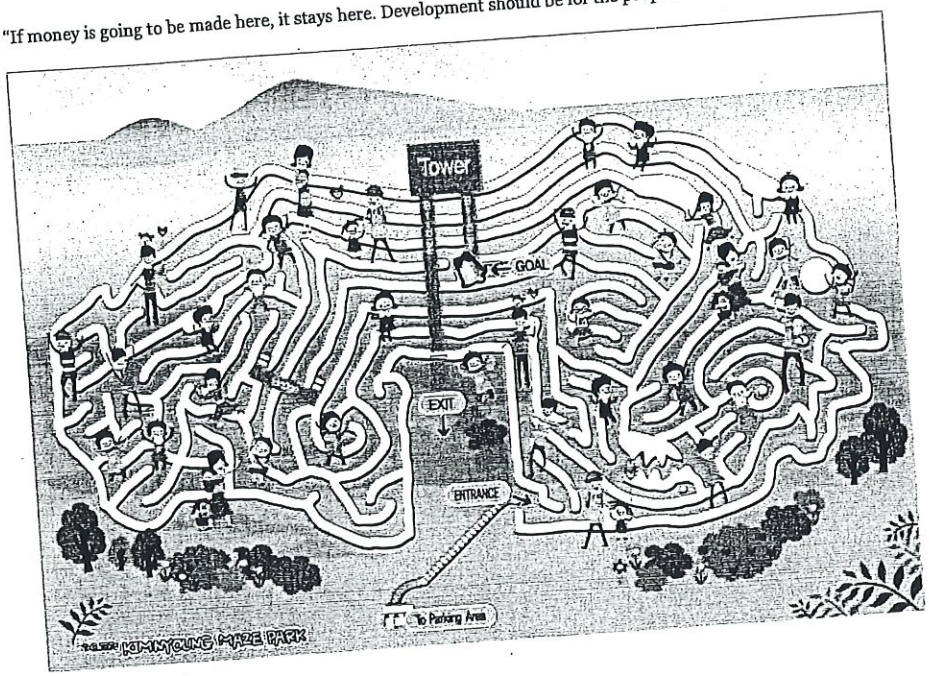


▲ A caricature of Frederic Dustin, with a couple of his many cats. Image courtesy Kimnyoung Maze Park

"Everywhere doesn't operate like we do here, but at least they know that every place needs a system in operation, and they can look for that," says Kim. "We give them a basic manual, but the rest they should learn themselves. How to sell more coffee, more ice creams."

Dustin's park was one of the early wave of tourism-targeted attractions on the island, which now number in the hundreds. He would like to see more of his community-based approach.

"If money is going to be made here, it stays here. Development should be for the people."



▲ A map of Kimnyoung Maze Park

Kimnyoung Maze Park
122, Manjanggul-gil, Gujwa-eup, Jeju-si

*July 17 to Aug. 24, nighttime entry between 7 p.m. and 9:30 p.m.

Summer hours: 8:30 a.m. to 10 p.m.
Contact: +82-64-782-9266 / jejumaze.com / facebook.com/jejumaze

Entrance fee: Adults 3,300 won / Youths, Seniors 2,200 won / Children 1,100 won (500 won discount for Jeju residents / Free for Gujwa-eup residents and the handicapped)

Buses: Jeju Intercity Bus Terminal -#700 / takes 50 mins to Manjanggul Cave Entrance -> change to #900 / takes 3 mins to Kimnyoung Maze Park
Seogwipo Intercity Bus Terminal - #700 / takes 60 mins to Manjanggul Cave Entrance -> change to #900 / takes 3 mins to Kimnyoung Maze Park



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▸ Darren Southcott의 다른기사 보기

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Case Study

Adrian Fisher Design

Three Lands Point, Netherlands

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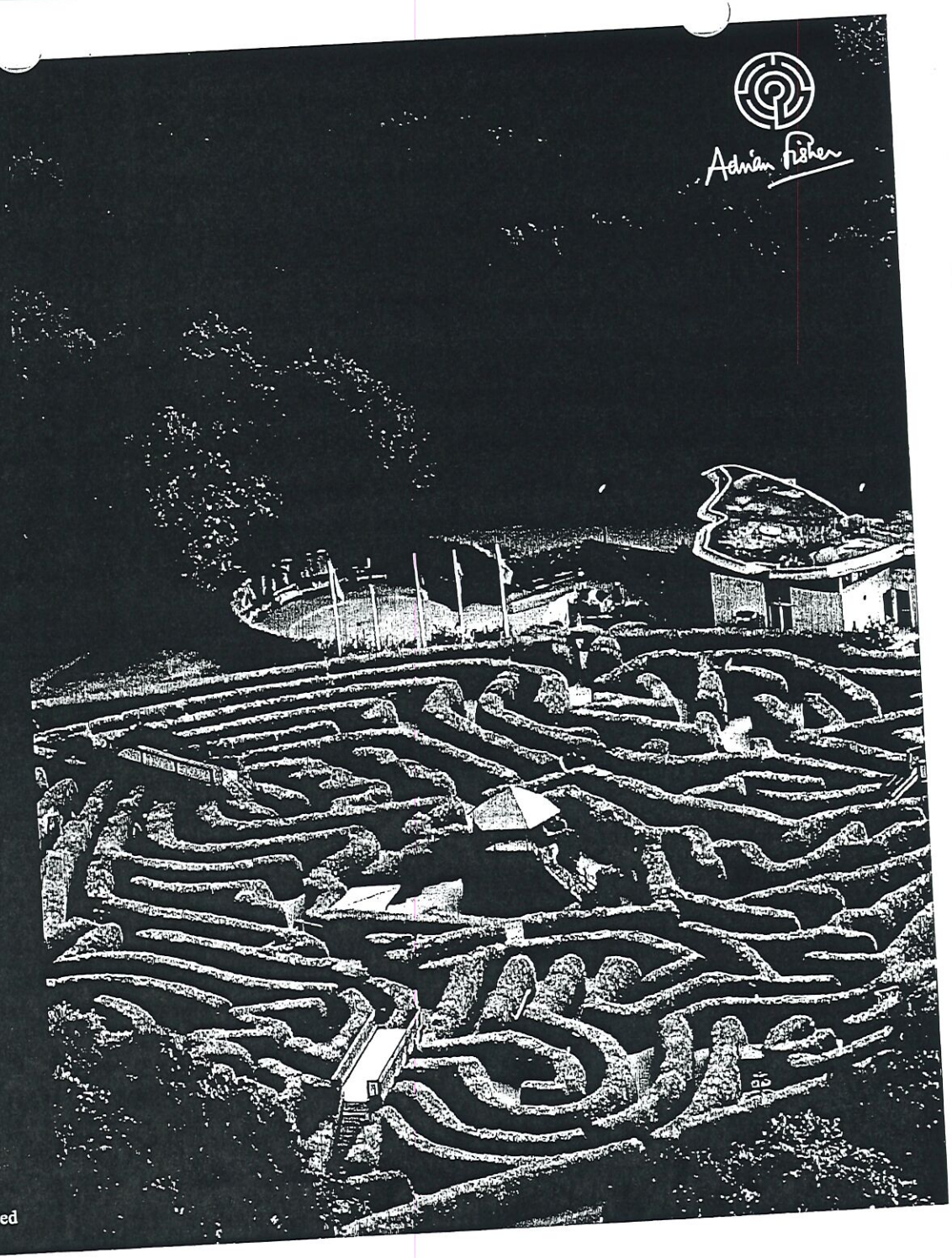
CASE STUDY

Three Lands Point, Netherlands

Three Lands Point is a unique location where the borders of Germany, Belgium, and the Netherlands converge. It is also the highest point in the Netherlands, standing at 322 meters above sea level.

This popular beauty spot in the Dutch forests attracts over a million visitors each year. The project aimed to enhance this natural landmark while emphasizing sustainability.

- ✓ **Largest hedge maze in Netherlands**
- ✓ **Promotes nature, health, and fitness**
- ✓ **Features unique Foaming Fountain Gates**



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CASE STUDY

Creative Brief

We were tasked with creating a distinctive maze that would captivate the million visitors each year while maintaining sustainability as a core value.

The land would remain in public ownership, and any structures had to be removable at the end of the lease.

The natural beauty of the area was not to be compromised, and the project should promote nature, health, fitness, and well-being.

The maze needed to be a wholesome outdoor activity using living materials to attract families and encourage public fitness on the maze and woodland trails.



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CASE STUDY

Our Creative Response

The maze design embraces the theme of "three" to reflect the convergence of three countries. The maze features a three-pointed design with heraldic images of the Dutch Lion, German Eagle, and Belgian Lion facing their respective countries. It includes three bridges with raised viewing decks, creating a three-dimensional puzzle.

Innovatively, the maze incorporates nine Foaming Fountain Gates that rise and fall, adding a fourth dimension—Time—to the puzzle.

The goal is a magnificent central tower, which was built in 2023 to replace the original tower, installed when the maze was opened in 1991.



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CASE STUDY

Impact

The Three Lands Point Maze is the largest hedge maze in the Netherlands and consistently the most popular. In its first season, it attracted 125,000 visitors, maintaining between 110,000 and 125,000 ever since.

This project demonstrates how an enterprise on public land can be a resounding success, benefiting both visitors and the environment. Continued investment reflects confidence in the site's long-term viability, while the option to revert the area to public open space remains.

The Three Lands Point Maze is a testament to the successful integration of sustainability and public enjoyment in a natural setting.



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Oakfuskee Adventure Amenities



Proposal for a Canopy Walk & Adventure Playground

Prepared By:

Beanstalk Builders

March 5, 2024

Beanstalk Builders

Our Mission Statement

At Beanstalk Builders, we strive to give people outdoor adventures with positive experiences, to foster an appreciation for the environment, to provide on-going injections of self-esteem, development of physical and mental fitness, and revitalization of the human spirit. In other words – to make the world a better place through outdoor adventures.

It is a very simple formula: When people feel good about themselves, they relate to others and the environment in a more positive way, thereby creating a powerful multiplier effect for spreading goodness. Sound corny? Just watch the glow radiating from people who accomplish something unusual or challenging like conquering a climbing tower.

At Beanstalk Builders, we try to achieve personal growth opportunities in all our designs. Of course, crossing a wilderness footbridge provides a different experience than climbing to the top of a Beanstalk Climbing Tower. But with a custom-designed, picturesque, and intriguing footbridge, people feel a difference on the other side of that simple trek. In other words, no matter the project, every Beanstalk build is designed to create a new outlook for each participant, while bringing success to our clients.





Beanstalk Team



Mike Fischesser

- Mike is the founder and principal designer for Beanstalk Builders. He is a former Program Director for North Carolina Outward Bound School, and former Director of the National Training Institute and National Coordinator for Programs and Safety for Outward Bound USA. From 1989-99, he was founder and owner of Alpine Towers Inc., one of the most accomplished challenge course companies in the world. Renowned for his outdoor leadership skills, Mike is founder and executive director of The American Adventure Service Corps (TAASC). Outward Bound USA awarded Mike the 2015 Kurt Hahn Award, which recognizes outstanding service and leadership. As it relates to safety, Mike was the brainchild and founder of what is now known as the Association for Challenge Course Technology (ACCT). Mike is a true pioneer of the industry and the dreamer behind many of our designs.

mike@beanstalkjourneys.com
828-443-3795



Isaac Hoff

- Isaac is the Director of Operations at Beanstalk Builders and works closely with clients throughout the design, build, and long after project completion to ensure our client's goals are met and relationships are maintained. With over 20 years of industry experience, Isaac brings a wealth of knowledge to the table.

isaac@beanstalkjourneys.com
828-443-6964



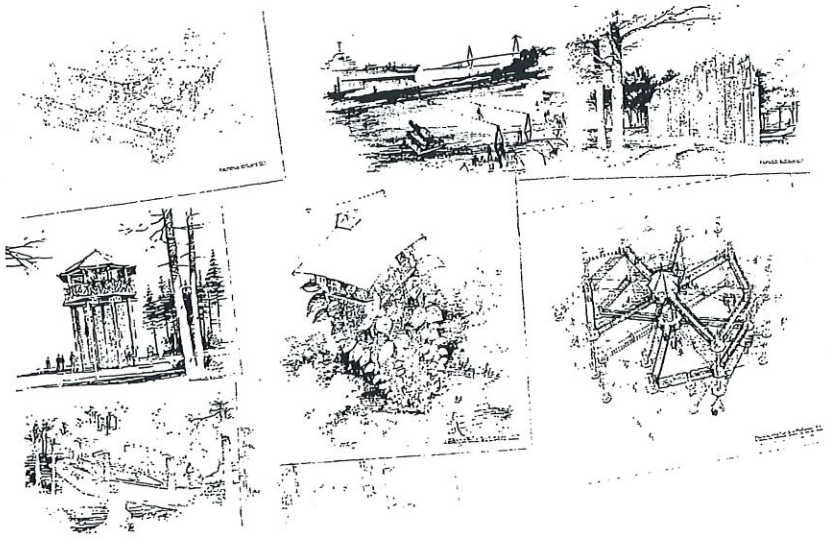
Marcus McCrea

Marcus has been a Project Lead with Beanstalk Builders since 2015. He came to us with years of industry experience and is a true craftsman at his trade. Marcus is a key player in creating designs that turn dreams into realities.

marcus@beanstalkjourneys.com
828-764-7326

Project Approach

- *Full-service-* With safety at the forefront from start to finish on all of our designs, we provide a full-service ticket to adventure. We work closely with our clients to design, build, train and certify staff, and annually inspect our builds. We remain available to our clients after the build for all needed questions or support.
- *Custom-* Beanstalk Builders specializes in custom designs. Many amazing designs have come from simply listening to what the client wants and needs. After assessing the site and resources, a creative collaboration of engineering, craftsmen, arborists, and years of experience always produce something spectacular, that we then can turn into reality. We are excited to work with you from start to finish to develop a custom design that best highlights the land and achieves the goals for the park.
- *Natural Based Play-* We believe that creating an environment that mirrors a natural environment is the best way to engage the imagination and creativity of a child. For us, our focus is to simulate natural environments. The trees, the forest, the earth. In this way, we believe we are enabling children to appreciate nature and learn about their environment in a really fun way. Another area of focus for us is to create environments that enable problem solving. Traditional playgrounds often have a clear/direct path and or method to move through. As we design, we think to how a child might use their imagination in traversing a bendy log bridge or how the child might navigate a netted slack line to get to the top of the tree house. But the greatest reason, is the simplest reason, to inspire more play. Research has shown that natural play structures more than double the amount of playtime a child experiences when compared to traditional play structures. Play is so critical to childhood development.



Project Approach

Black Locust Log Construction

Beanstalk Builders proposes black locust log construction for this build. This will not only add to the aesthetics of the course, it will decrease maintenance needs, and increase the overall life of the structure.

Locust harvested in the mountains versus the lowlands/fields are one of the longest lasting wood products available. This is due to the slow growth rate in the harsh mountain conditions (visible by the close grow rings).

"Black Locust (Robinia Pseudoacacia) is the strongest and most rot resistant wood indigenous to North America. It makes an incredibly resilient and durable decking material that will remain beautiful and withstand years of outdoor exposure.

Nothing beats Black Locust for sustainability and durability. The wood is naturally rot-, decay-, mildew-, and insect-resistant — the perfect choice for outdoor projects in all climates.

Building with Black Locust is also a sound environmental choice. Black Locust grows faster than any other known hardwood tree. Unlike Brazilian Ipe, Black Locust does not contribute to tropical deforestation. Black Locust is also known as false acacia, or Chinese teak (due to its resemblance to teak)." Reference Robidecking.com





Project Highlights

Everyone's Adventure Playground

- Adventure Tower 8'
  - Byron's Maze
  - Climbing Wall 8'
  - Slides
  - Zeke Bridge
- Swing Set
  - 2 Swings
- Sky Hammock 16'
- Bouldering Forest
- Stump walk
- Poured Rubber Surfacing
- 25'x25' Pavilion

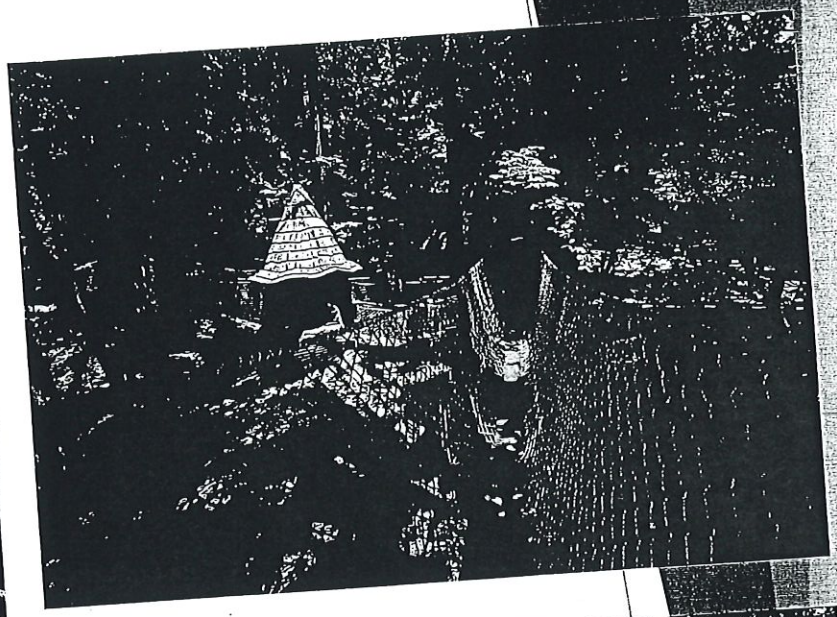
Canopy Walk

- 1,500 ft of suspension bridges, longest canopy walk in the country
- Partially ADA accessible design
- 16 Lookout tower platforms

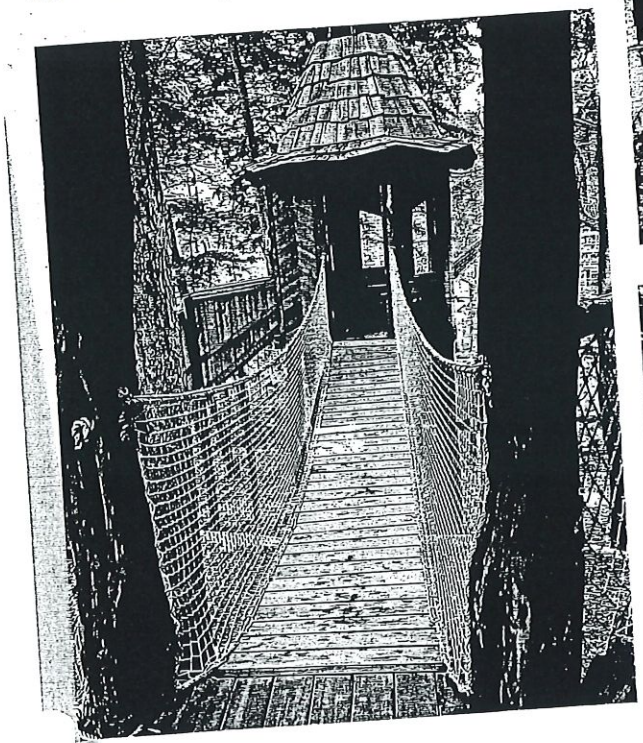


Canopy Walk Sample Photos



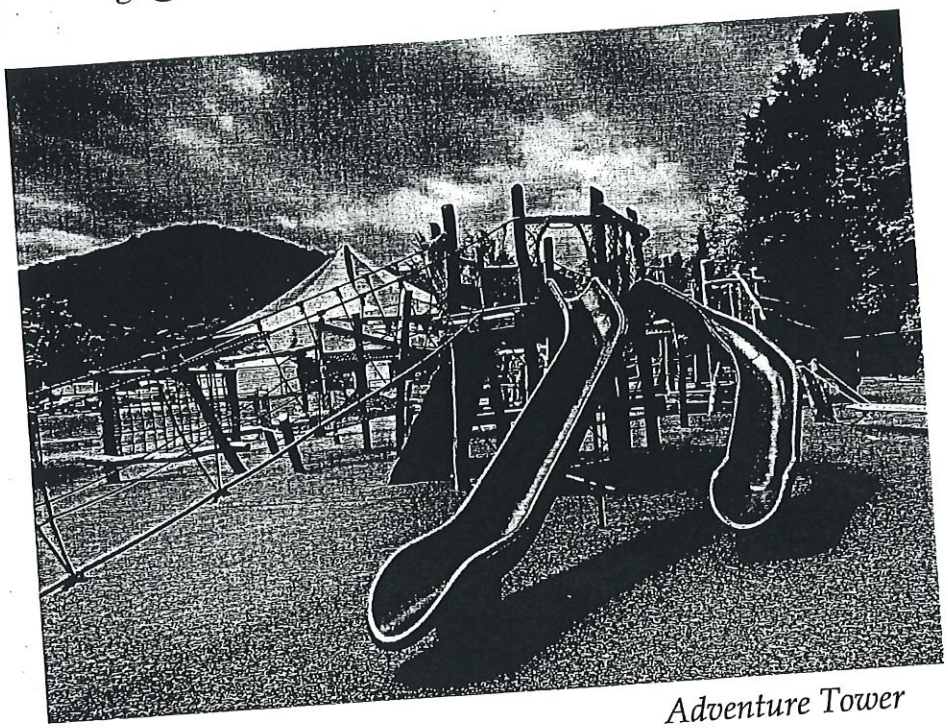




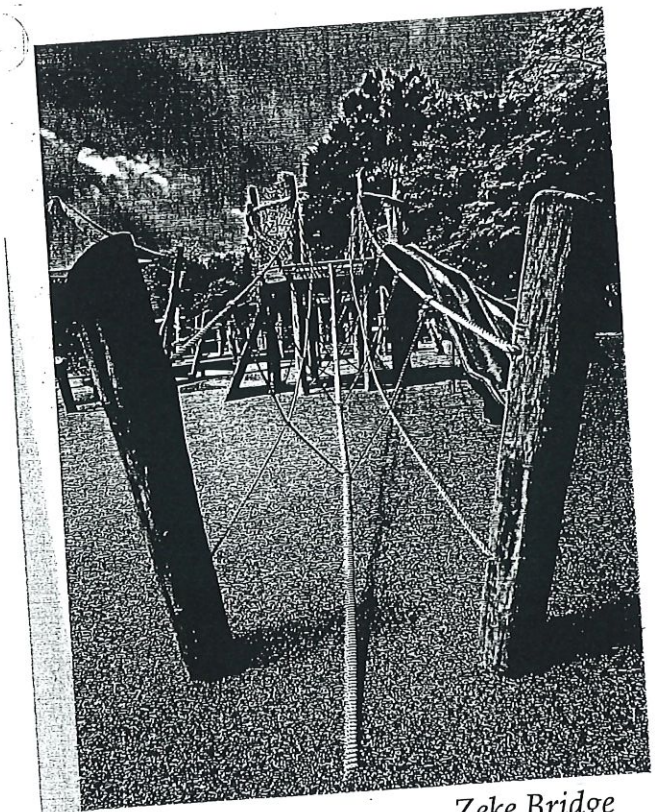




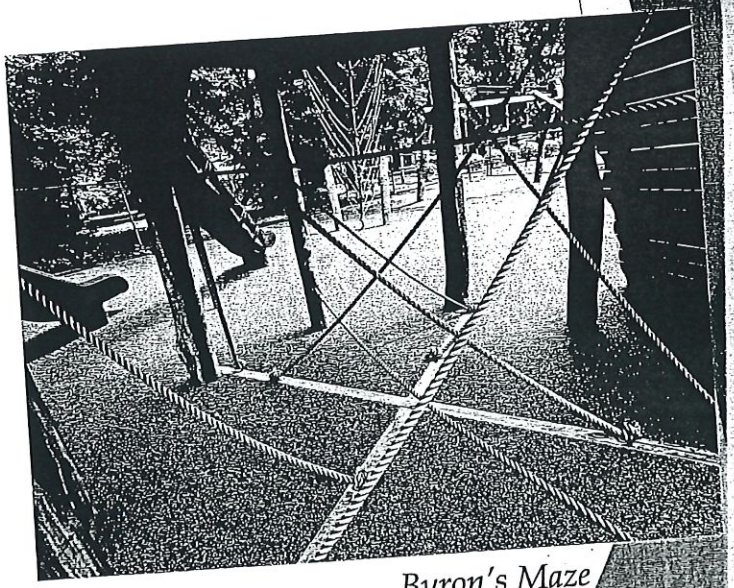
Playground Elements



Adventure Tower



Zeke Bridge



Byron's Maze

Playground Elements



Swing Set

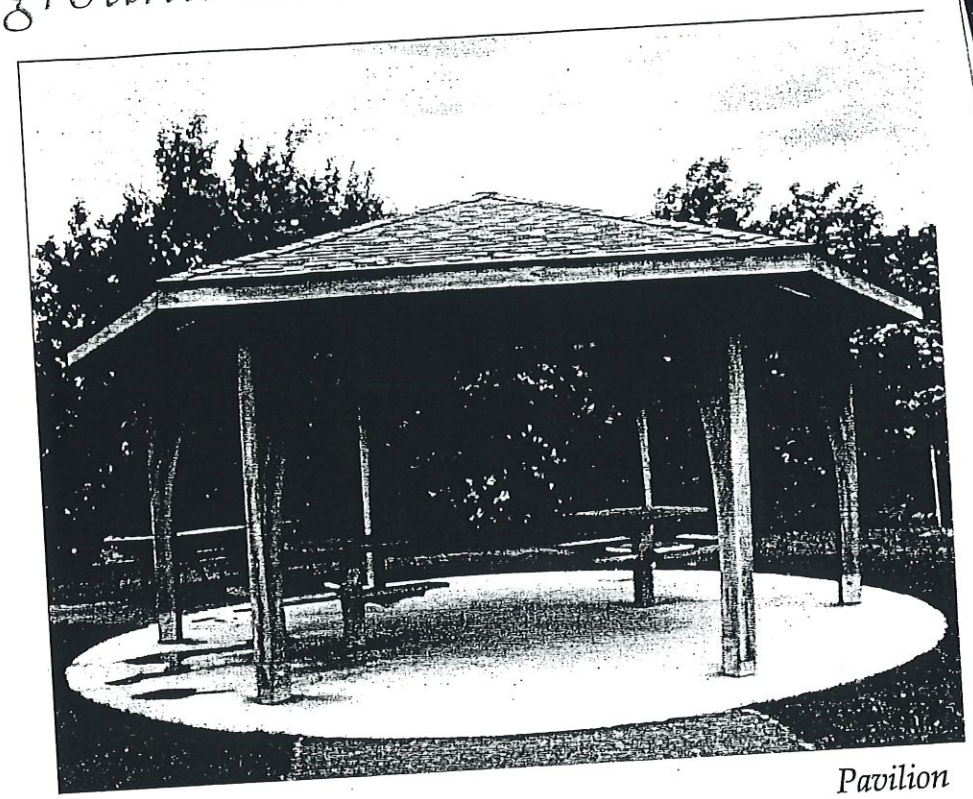


Sky Hammock

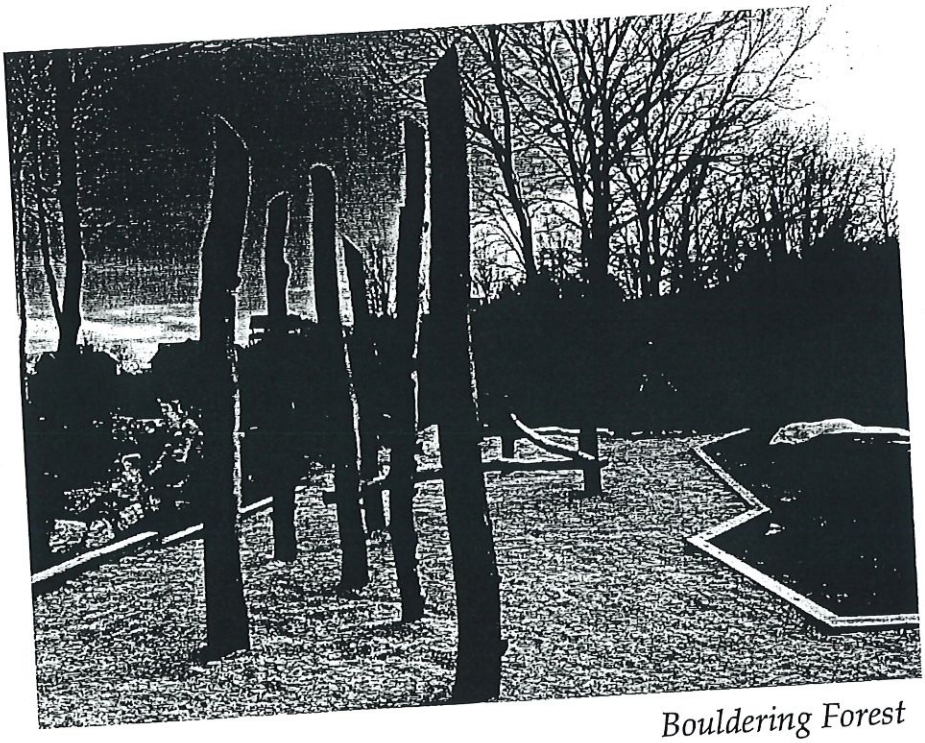


Climbing Wall

Playground Elements



Pavilion



Bouldering Forest

Budget & Timeline

Our Design Process

We work closely with our clients to develop custom designs that fit their vision, goals and work well with the natural landscape. Our design process includes:

- Site visit and concept overview meeting with client to confirm overall direction and goals for playground.
- Concept presentation and review with client of the top view and layout of design.
- Design presentation and review with client of overall playground design, elevations, and label of play elements.

Design Phase Budget: $40,000

Build Phase

Jobs are scheduled per order of receipt of signed agreement and first deposit at a date agreed upon by both parties. Below is a schedule outline of the project timeline:

- Phase 1: Award of contract
- Phase 2: Payment of first draw, scheduling of start date
- Phase 3: Ordering of materials and supplies
- Phase 4: Break Ground
- Phase 5: Installation of course
- Phase 6: Punch list and final adjustments
- Phase 7: Commencement inspection and final walkthrough with Client
- Phase 8: Enjoyment for All

Time frame is approximate, subject to change pending weather setbacks, installation challenges (i.e., rock problems with hole drilling), etc. Beanstalk Builders will strive to follow this timeline to the best of their ability.

Playground Build Phase Budget: $1,000,000
Canopy Walk Build Phase Rough Order of Magnitude: $3,700,000
pending final design & engineering requirements

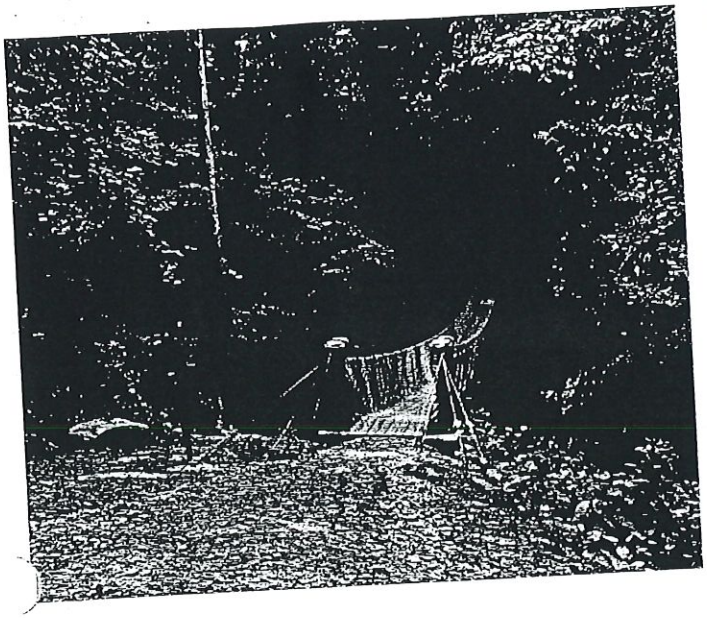
**Due to the everchanging market, pricing provided in this proposal expires 6 months after the date listed above. Please reach out for updated pricing information*

Projects Within Scope

McGalliard Falls Suspension Bridge

Valdese, North Carolina

Video Tour





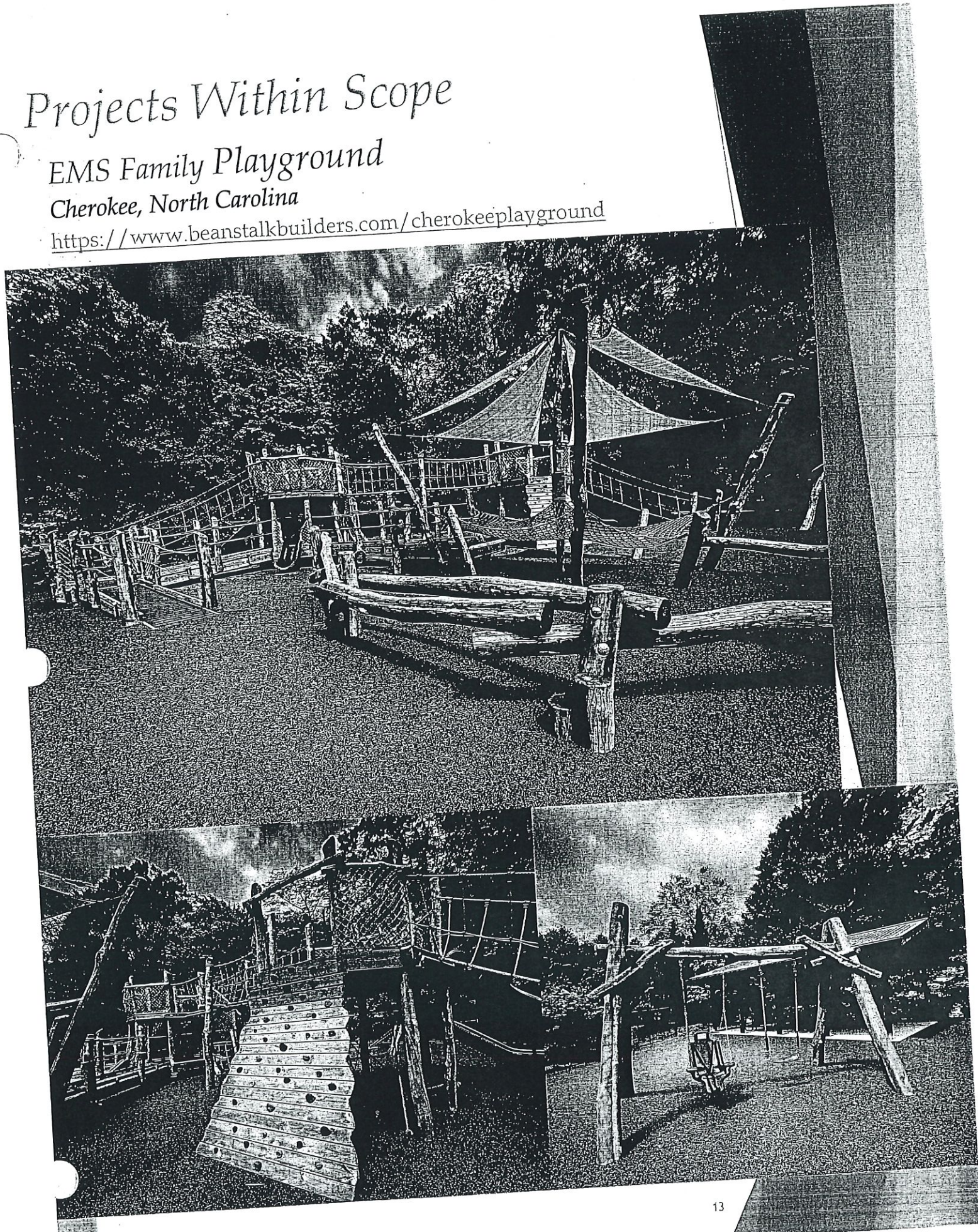


Projects Within Scope

EMS Family Playground

Cherokee, North Carolina

https://www.beanstalkbuilders.com/cherokeeplayground



Projects Within Scope

Harris YMCA Playground

Charlotte, North Carolina

https://www.beanstalkbuilders.com/harrisymca



TREE TENT

Product Guide



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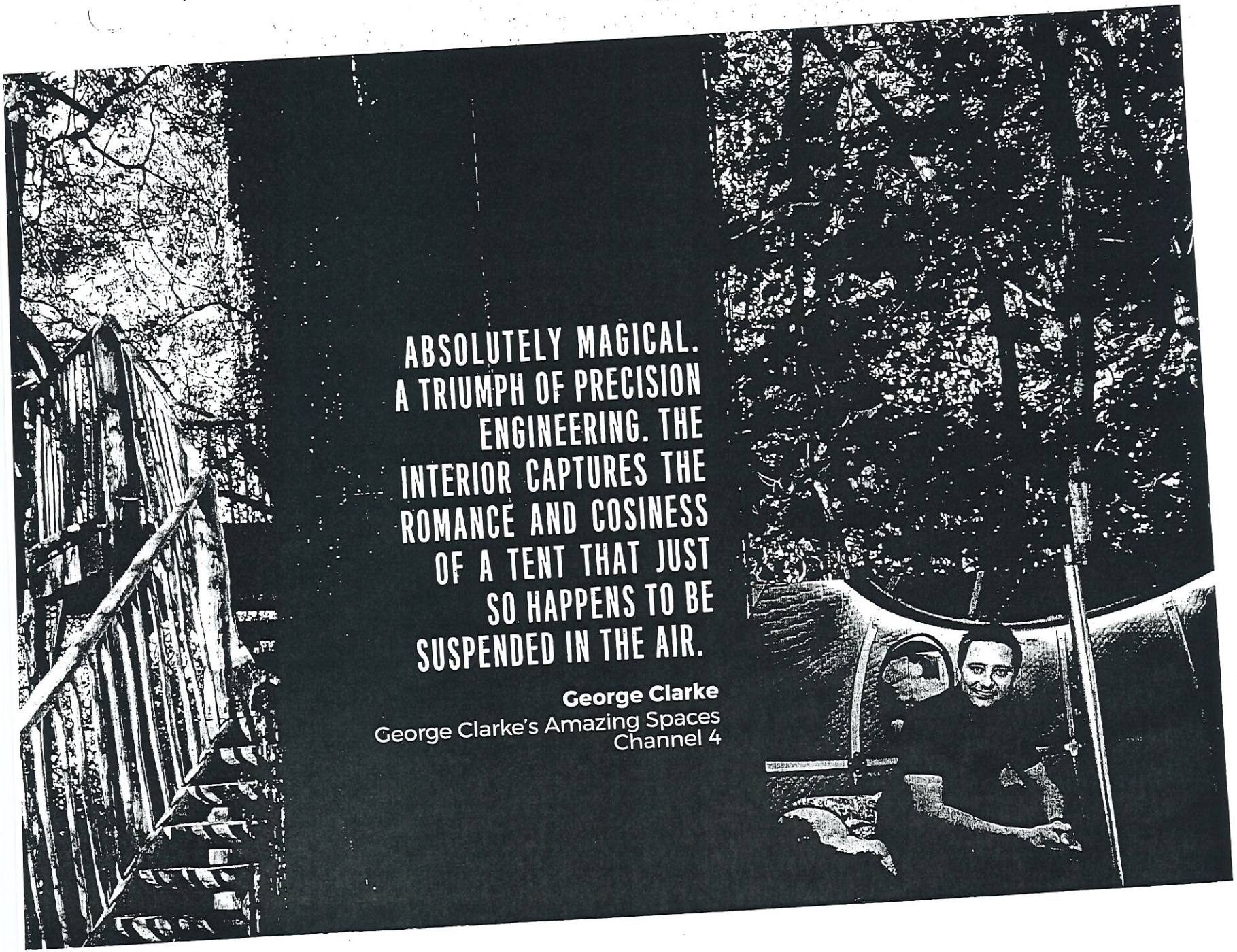

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Painless installation

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Our low impact approach to installation will see you rise above many planning headaches. Plus, once delivered, your Tree Tent can be installed in around two to three days – weather permitting!

Use your unusable woodland

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Foundations? Who needs 'em! A flat surface? Not for us! All we need is two healthy, strong trees to transform even the roughest, toughest woodland.

TREEHOUSES ARE OUR MOST POPULAR ACCOMMODATION BY FAR. THEYRE ALWAYS BOOKED WELL IN ADVANCE, HAVE THE HIGHEST AVERAGE RATES AND OCCUPANCY AND RECEIVE BRILLIANT FEEDBACK FROM GUESTS.

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Knowing where our materials come from ensures they are **responsibly sourced, 100% recyclable and of the highest quality.**

By delivering structures that are prefabricated and flat packed, **we dramatically reduce their carbon footprint** in production, transport and installation.

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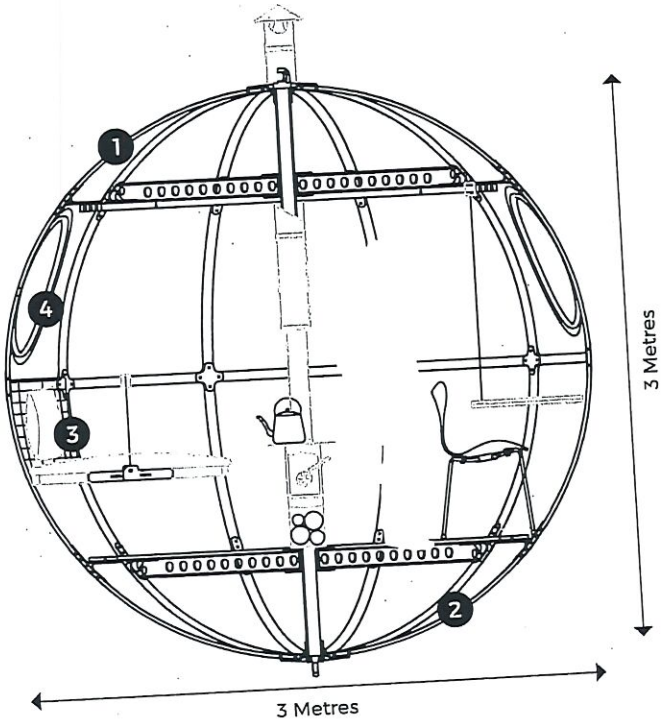

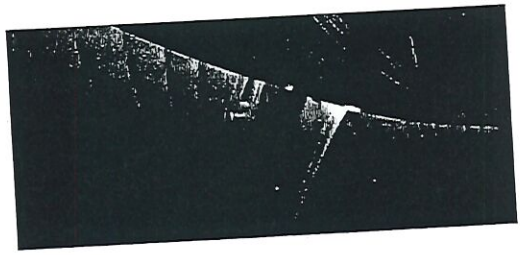

3 Quality interior liner

Our hand-selected recycled polyester lining comes standard, with options to upgrade to 100% wool lining and multi-foil insulation to keep your Tree Tent extra toasty.



4 Windows, doors and skylight dome

Crystal clear windows with simple zip and roll shutters can be configured in a range of positions to suit your surroundings, while a clear moulded skylight dome offers unlimited canopy gazing opportunities.

- Ideal for 2 adults + 2 children
- 100% water / snow / wind proof
- Draft free
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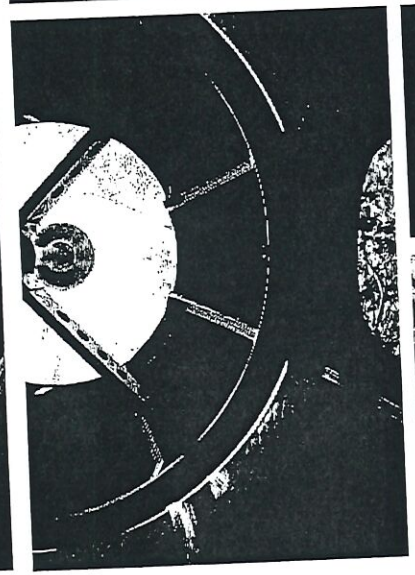
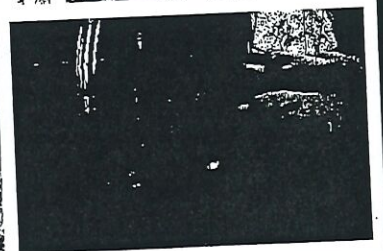
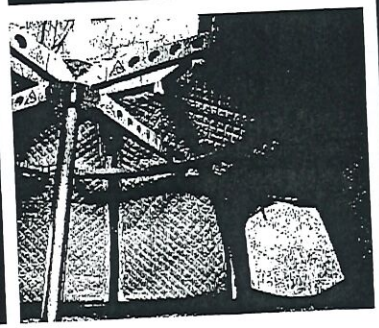
Creating an amazing glamping experience is all about the personal touch. Knowing this, we've designed a range of quality upgrades to help you make the Fuselage your own. After all, every site is different, so your accommodation should be unique too.











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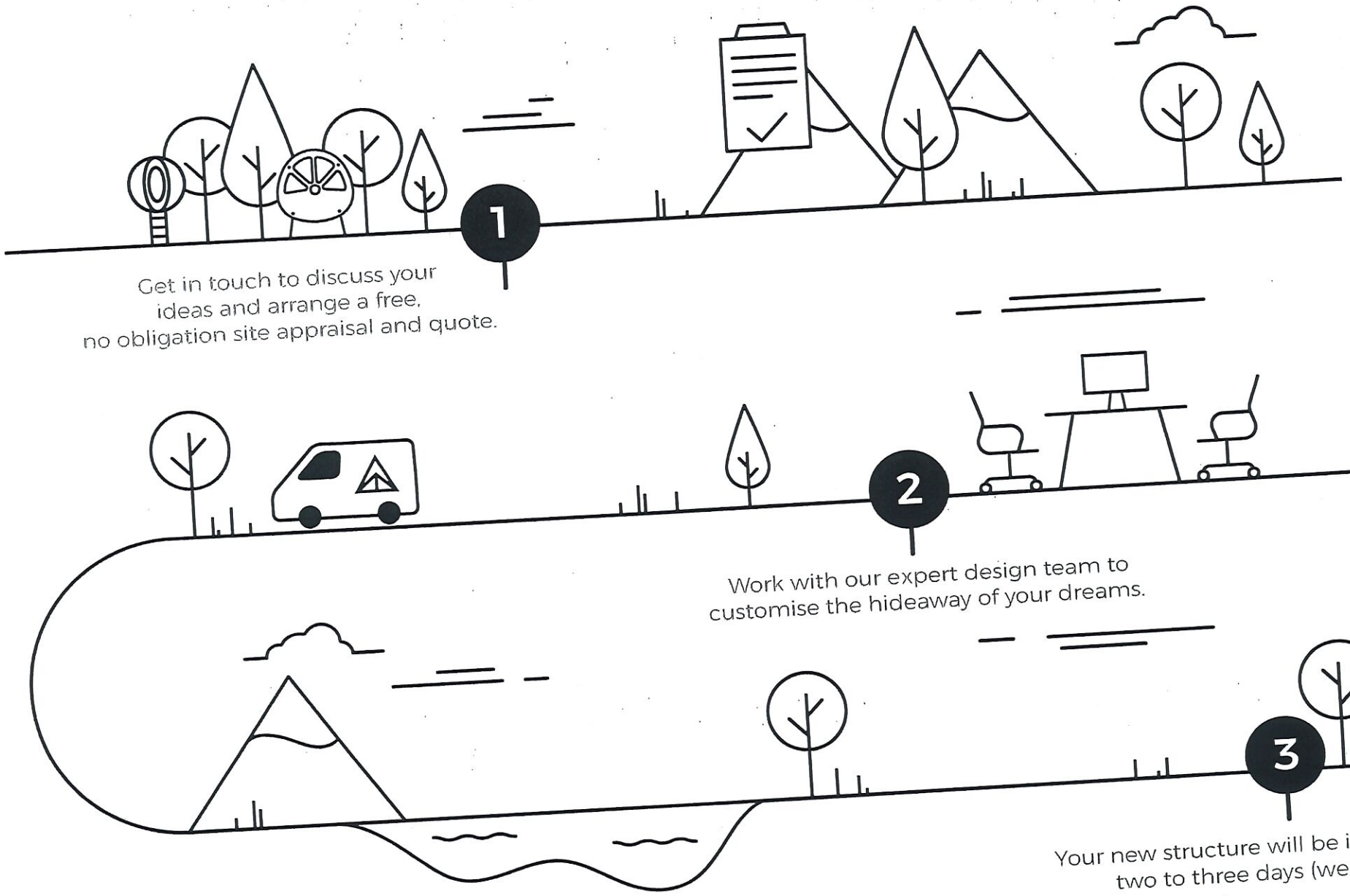
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;ELAGE

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d extremely portable accommodation. With the flexibility to be installed on
stilts or suspended from trees, this unique escape makes light work of the
ain.

MA RIDGE

nge of structures take inspiration from iconic ridge tents which we
variants. Auxiliary structures include the Firma Ridge WASH - an
shower unit; and the Firma Ridge COOK - an open sided, covered
se both support our live-in structures or any site needing vital
we offer the Firma Ridge Lodge - a large format living/accomodation
ne space that can accommodate larger family groups.

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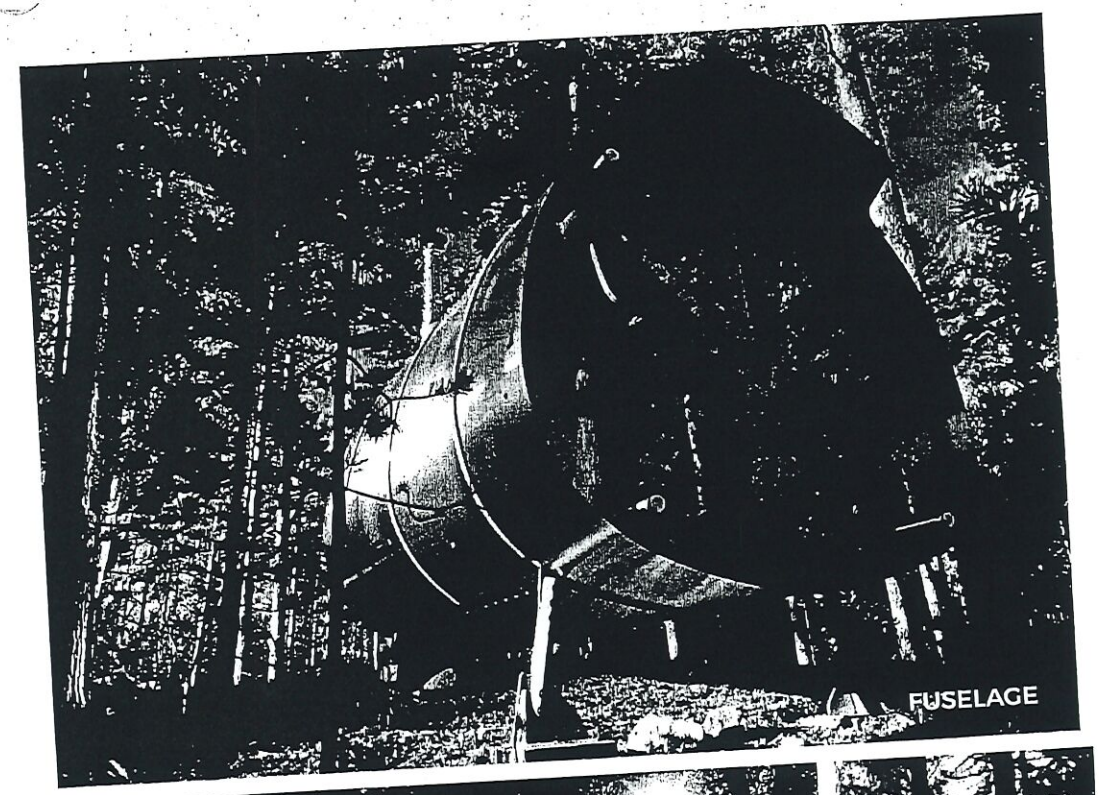
form from the cross-section of its namesake plant, our Okra land-based
ɔ (Structural Insulated Panel) system to offer a cost-effective and
ıodation package.









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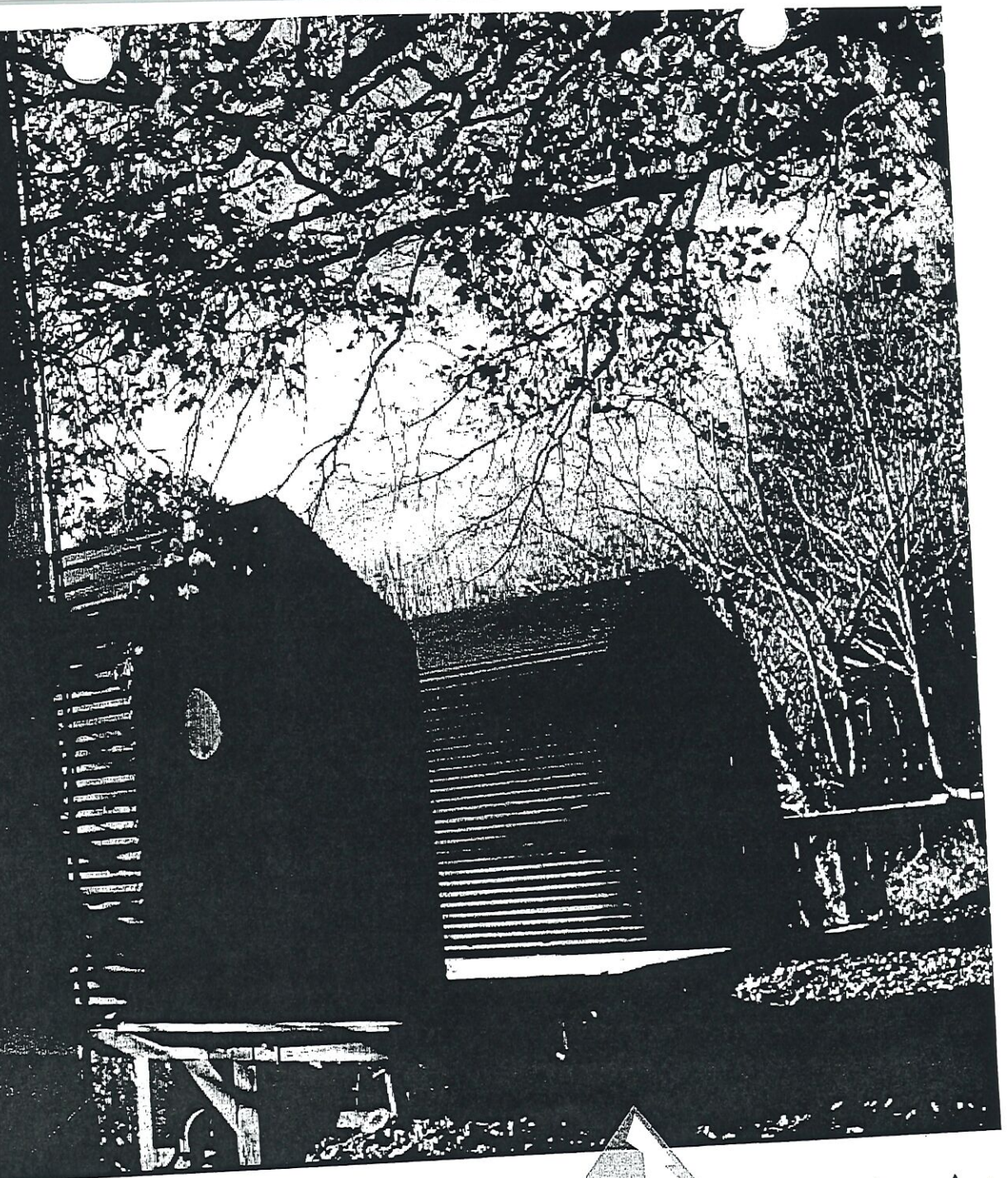

', THREE'S A VILLAGE...

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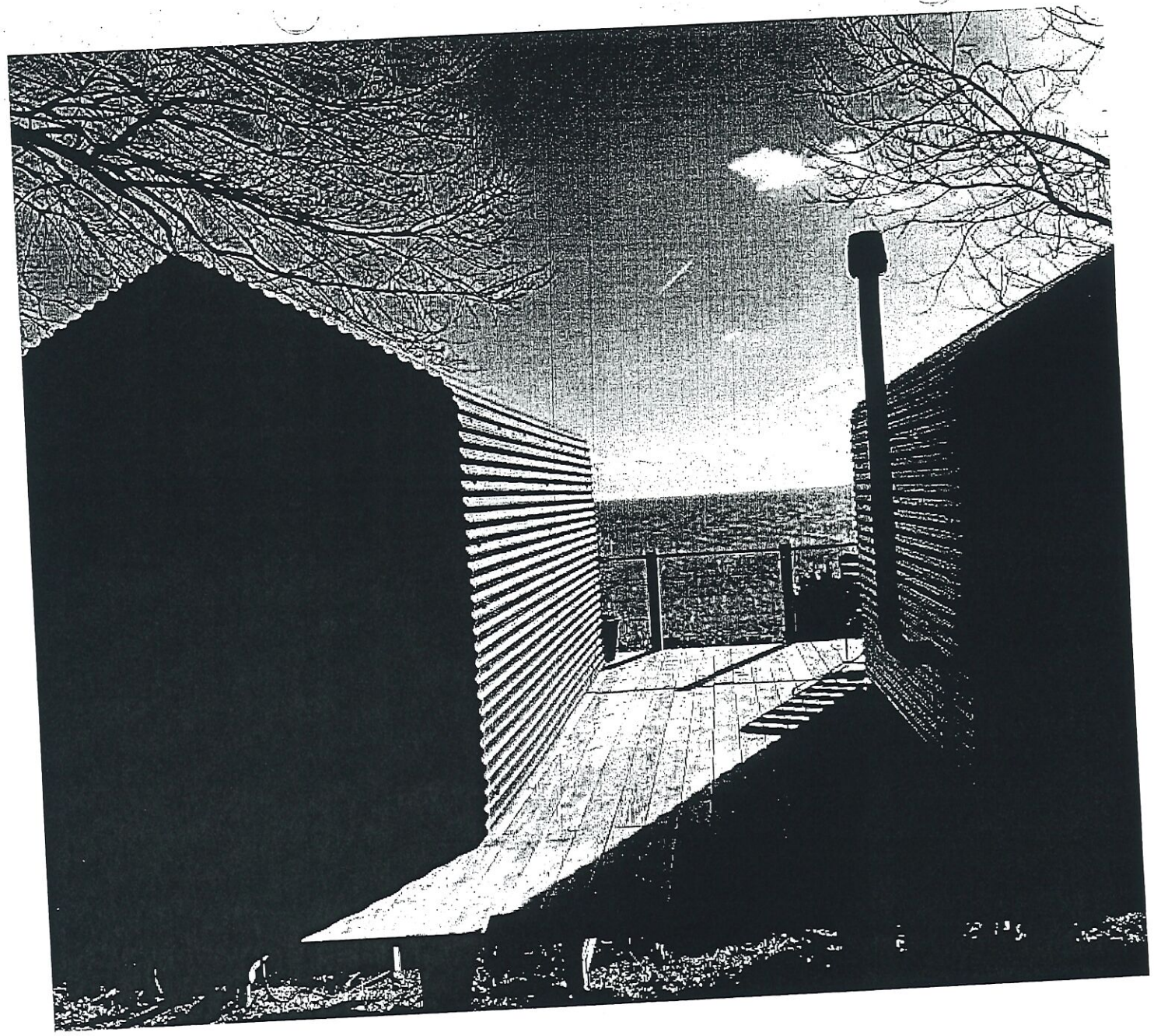
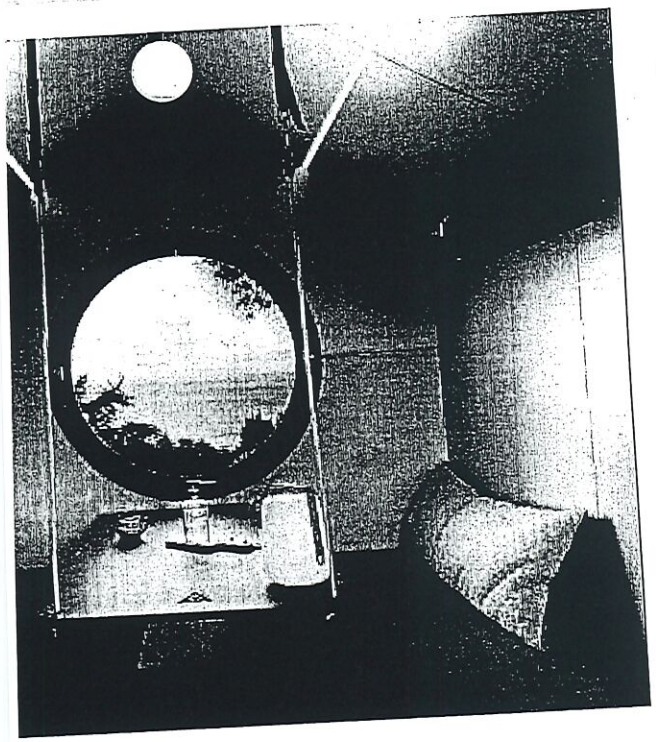
ɡuests to enjoy!





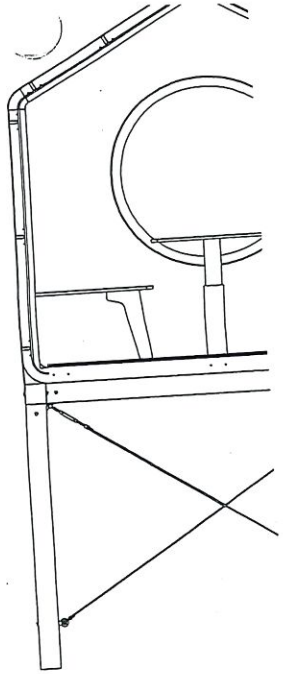
THE BIRDHOUSE...

A compact cabin for two.

Simplicity is the key with our Birdhouse Structure... A comfortable, lightweight structure that you can elevate with the birds while incorporating a large, circular window to take in the view or create a ground level nest to immerse in nature.

The Birdhouse can be covered with a choice of external cladding from a coated corrugated steel cladding for a contemporary feel to a slatted timber cladding for a more cabin like aesthetic. Inside layouts offer twin or double bed layouts with convertible seating areas, kitchen modules and fireplace or wood stoves.

1-2



BASE UNIT: £22,000 (ALL PRICES EX. VAT)

'LYWOOD FRAME / INSULATED FLOOR & MULTIFOIL
OF / ALUMINUM FRAMED, DOUBLE GLAZED FRONT AND
CIRCULAR WINDOWS / EXTERIOR MEMBRANE &
SEN CLADDING / 12mm PRE-LAQURED BIRCH PLYWOOD
OOF LINING / MEDITE TRYCOYA EXTERIOR END PANEL
D DOOR / STAINLESS STEEL FIXINGS.

'ALLATION : FROM £3,600.00
IONAL

COMPACT BASE UNIT: £18,000

SE UNIT AT 2.6m LONG, OFFERING THE SAME
E MAIN SIZED UNIT ABOVE. IDEAL FOR TEAMING UP
TO OFFER EXTRA SLEEPING ACCOMMODATION FOR
. SEE OUR EXAMPLE UNIT COMBINATIONS ON PAGE 8.

OPTIONS (EXTERIOR):

CORRUGATED STEEL CLADDING (CHOICE OF COLOURS): + £0.00

SLATED TIMBER CLADDING: + £3,200.00

BIRDHOUSE STILT FRAME: + FROM £6,700.00
MADE FROM FRESH CUT BRITISH LARCH AND USING STAINLESS STEEL CONNECTION HARDWARE AND CROSS BRACING. INCLUDES GROUND SCREWS AND MOUNTS LARCH DECK, TIMBER AND ALUMINIUM ACCESS LADDER, DECK OVER-FRAME AND BALUSTRADE WIRE.

BIRDHOUSE LINK DECK: + FROM £4,500.00
USED TO LINK BIRDHOUSE AND OUTHOUSE STRUCTURES (SEE COMBINATIONS ON PAGE 6). MADE FROM TREATED TIMBER USING STAINLESS STEEL CONNECTION HARDWARE. INCLUDES GROUND SCREWS AND MOUNTS WITH LARCH DECK.

OPTIONAL EXTRAS (INT

CONVERTIBLE SEATING/BED: + £1,
BENCH SEATING WITH SUSPENDED TABLE
FOAM MATTRESS AND BACK CUSHIONS CC

BUNKBEDS: + £1,800.00
TWIN BUNK BEDS WITH 100% MELTON WO

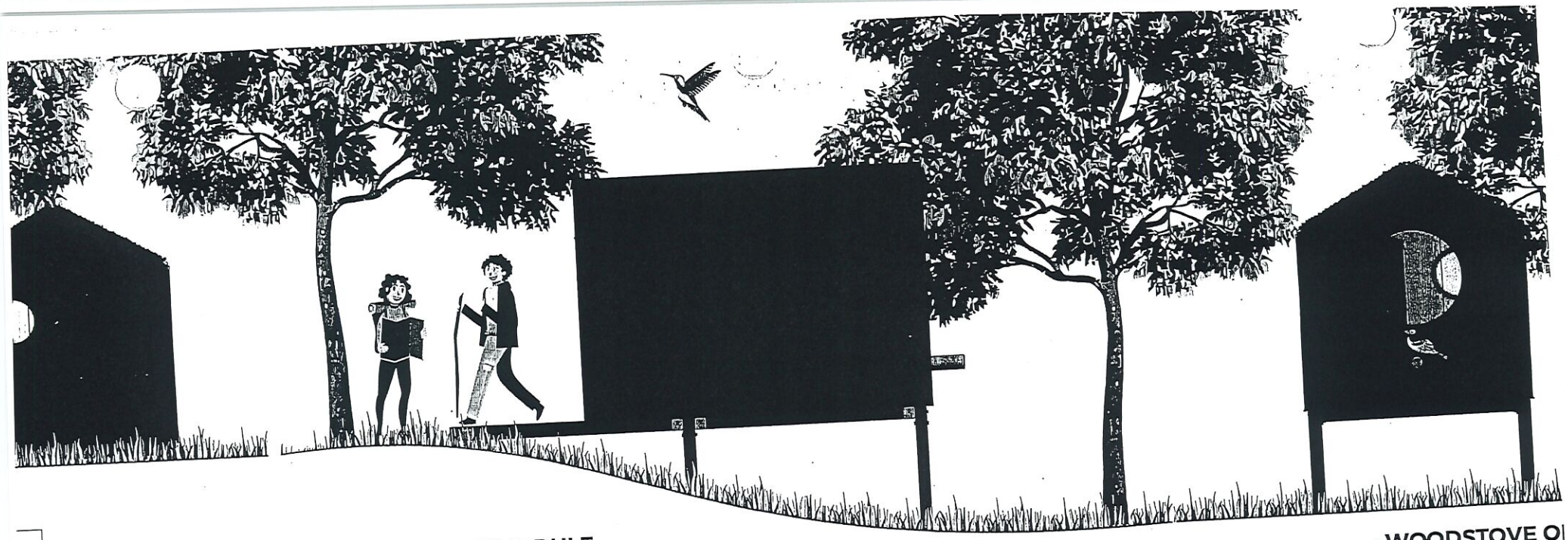
WOOD STOVE & FLUE SET: + £1,90

LED LIGHTING, 12v & USB SOCKET
(REQUIRES TYPICAL 16A ELECTRICAL SUPPL

LED LIGHTING, 12v & USB SOCKET

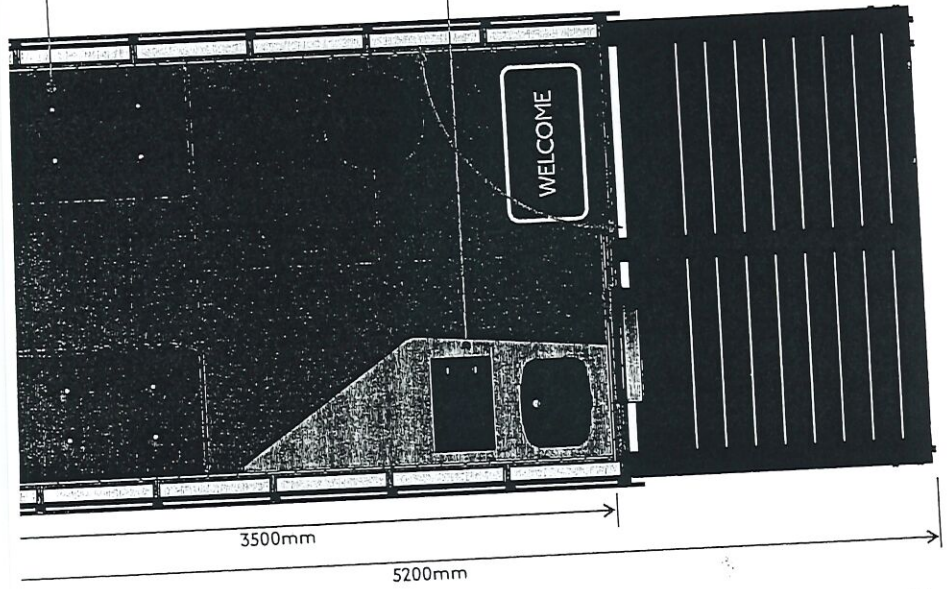
KITCHEN UNIT: + £2,400.00
DURAPLY PLYWOOD WORKTOP AND STOR
STEEL CAMPER SINK UNIT WITH TAP, AUTC
CONTAINER, 35L COOL BOX, AND COUNT

OFF-GRID SOLAR KITS, ON-GRID ELECTRIC
AVAILABLE - PLEASE ENQUIRE FOR FURTHE

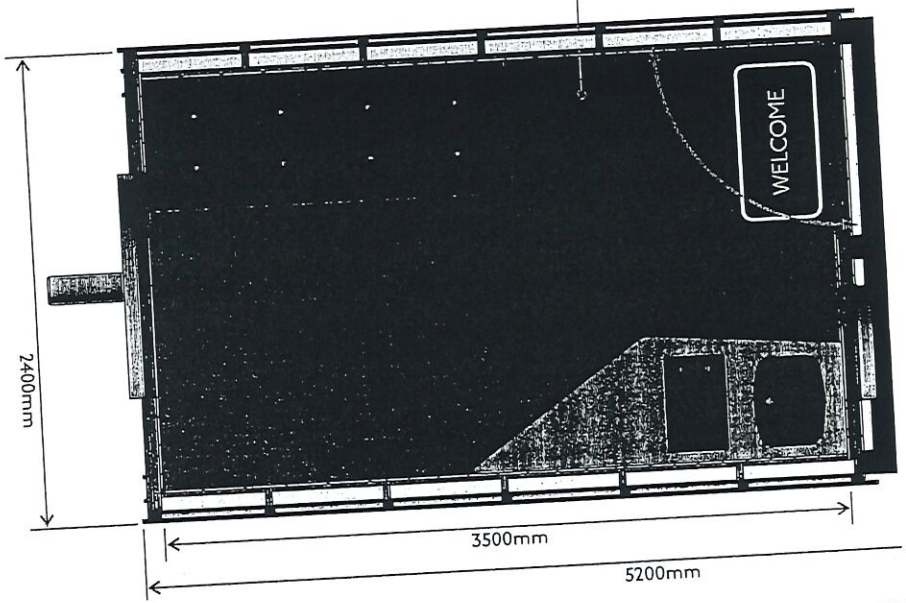


KITCHEN MODULE
OPTIONAL KITCHEN MODULE INCORPORATING LPG OR ELECTRIC INDUCTION HOB, SINK, FRIDGE AND STORAGE

WOODSTOVE OI
OPTIONAL 3.9 kW (87.4% E
WOODSTOVE WITH STAIN
OR SUSPENDED BIO-ETH/

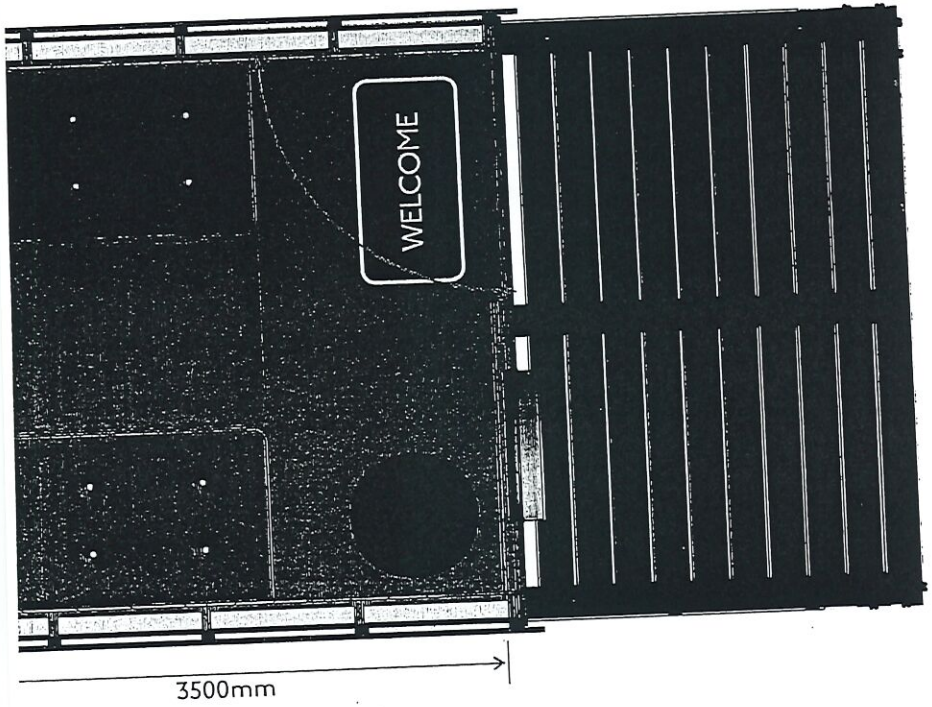


CONVERTIBLE DOUBLE BED / SEATING + KITCHEN + FIREPLACE

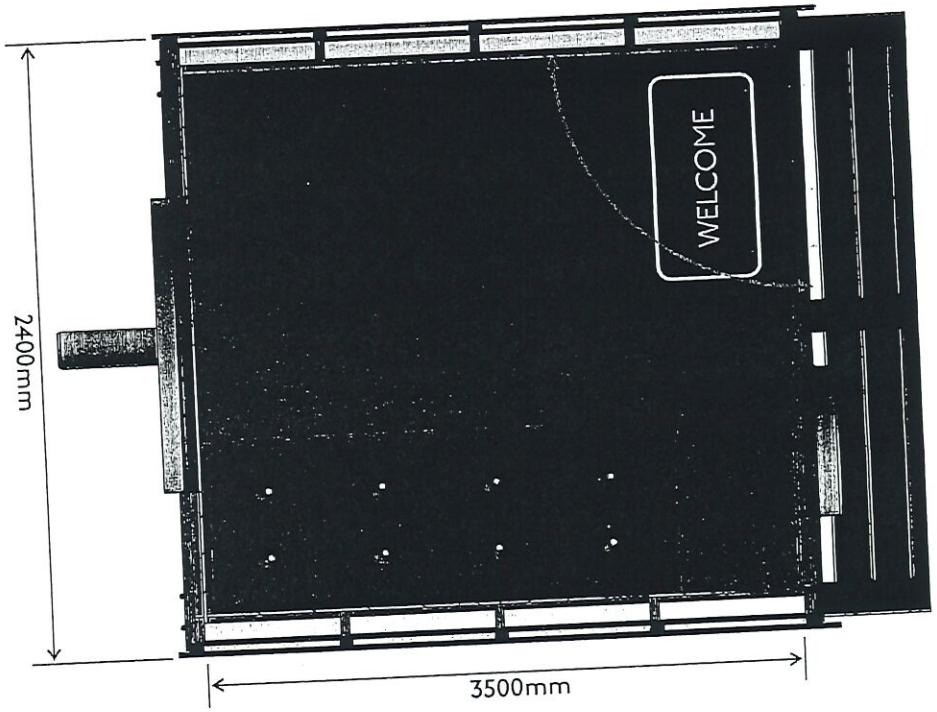


FLOORPLAN: BUNK BEDS + KITCHEN + FIREF

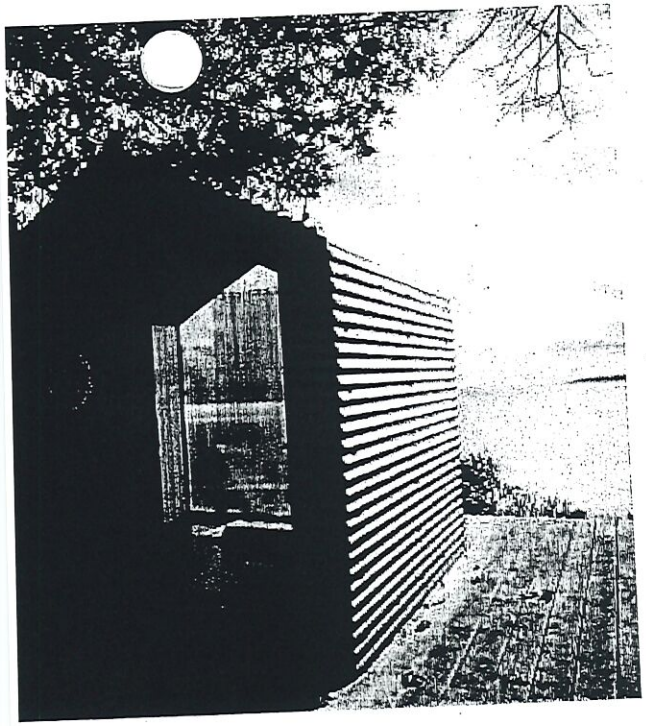
E 'COMPACT' FLOOR PLANS



N: CONVERTIBLE DOUBLE BED / SEATING + FIREPLACE



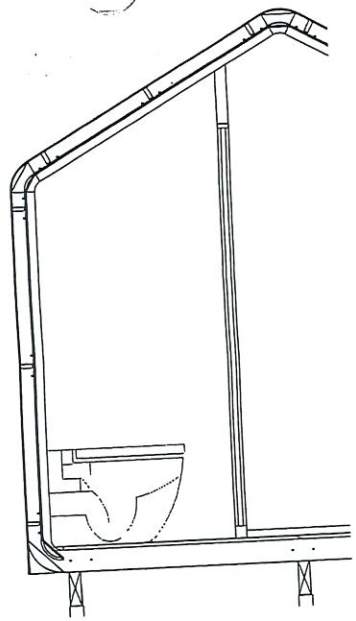
FLOORPLAN: BUNK BEDS + FIREPLACE



THE OUTHOUSE...

For whenever nature calls.

When it comes to on-site facilities the humble outhouse always seems to take a second seat to some of the great designs we see in accommodation structures. This is something we've always wanted to address and so our Outhouse unit has been designed to offer a great looking structure with all the equipment needed for your guests comfort with on and off-grid options available.



1-2

: BASE UNIT: £18,000 (ALL PRICES EX. VAT)

)URAPLY FRAME / OSB EXTERIOR SHEATHING / 100mm
WALL & ROOF / ALUMINUM FRAMED, DOUBLE GLAZED
; CIRCULAR WINDOW / 35mm THICK TRANSLUCENT
TIWALL POLYCARBONATE BACK WALL / EXTERIOR
NG FOR CHOSEN CLADDING / 12mm PRE-LAQURED
WATERPROOF WALL BOARD INTERIOR WALL AND ROOF
)ORING / MEDITE TRYCOYA EXTERIOR END PANEL
D DOOR / STAINLESS STEEL FIXINGS.

ALLATION : FROM £3,200.00
ONAL

OPTIONS (EXTERIOR):

CORRUGATED STEEL CLADDING (CHOICE OF COLOURS): + £0.00

SLATED TIMBER CLADDING: + £2,800.00

OUTHOUSE STILT FRAME: + £6,300.00
MADE FROM FRESH CUT, EUROPEAN OAK AND USING STAINLESS STEEL CONNECTION HARDWARE AND CROSS BRACING. INCLUDES GROUND SCREWS AND MOUNTS LARCH DECK, TIMBER AND ALUMINIUM ACCESS LADDER, DECK OVER-FRAME AND BALUSTRADE WIRE.

OPTIONAL EXTRAS (INT

OFF-GRID WATERLESS TOILET (SEI
'SEPARETT VILLA' URINE DIVERTING TOILET
COLLECTION AND 12V VENTILATION FAN.

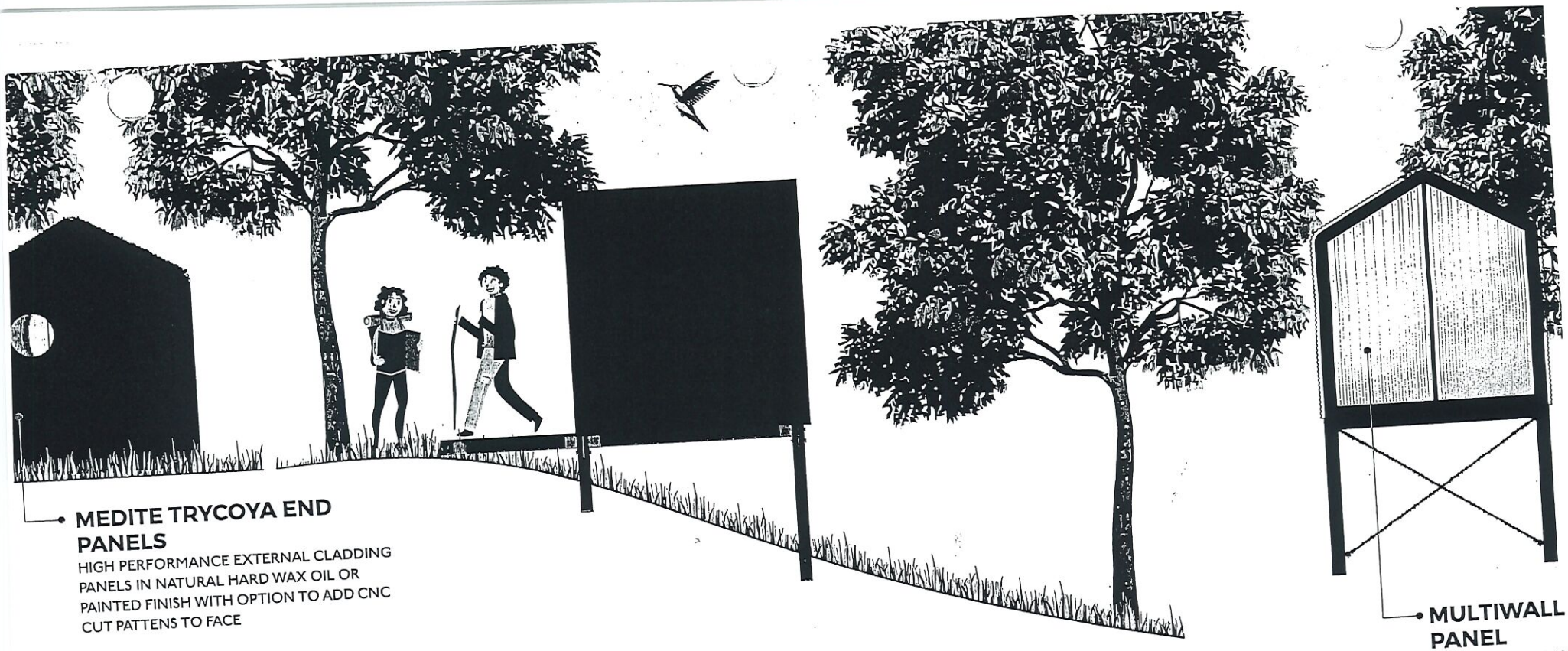
OFF-GRID WATERLESS TOILET (IN
'CINDERELLA FREEDOM' PROPANE GAS PO
INCINERATES ALL TOILET WASTE AT HIGH T
AMOUNT OF STERILE ASH.

SHOWER UNIT + £1,100.00
1600 x 800mm WALK-IN SHOWER TRAY, SH
MIXER VALVE, SHOWER HEAD, SIDE CLEAR
WATERPROOF WALL CLADDING.

HAND WASH BASIN: + £800.00
ALAPE STAHLFORM 505 WALL MOUNTED B
INDUSTRIAL STYLE MIXER TAP, TRAP AND W
SHELVES.

OFF-GRID LPG WATER HEATING:
CAMPLUX BW158BCP6 TANKLESS GAS WATE
PUMP & PLUMBING KIT TO CONNECT TO S

LED LIGHTING, 12v & USB SOCKET
HOOK-UP: + £350.00
(REQUIRES TYPICAL 16A ELECTRICAL SUPPL
BATTERY SUPPLY



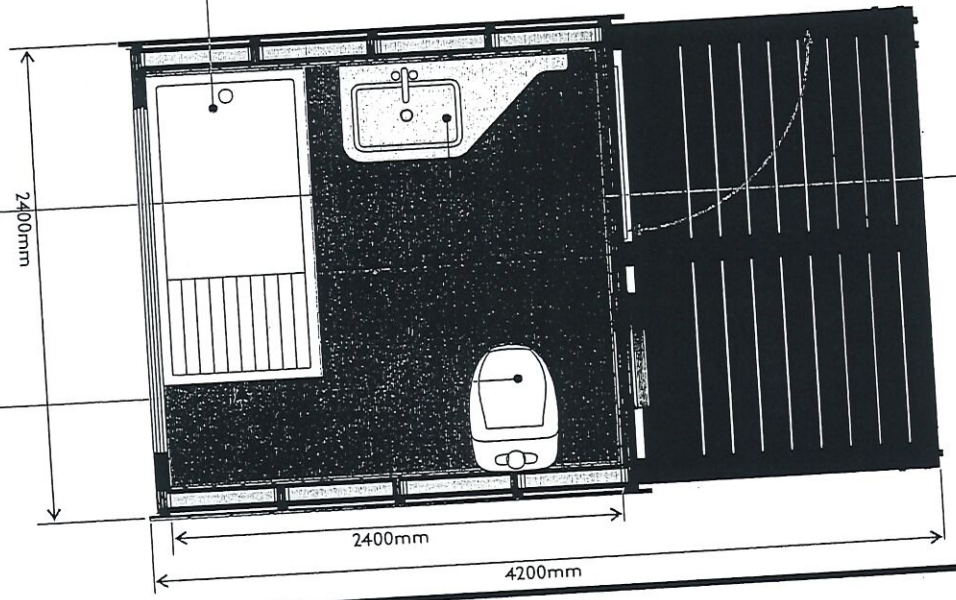
MEDITE TRYCOYA END PANELS
HIGH PERFORMANCE EXTERNAL CLADDING PANELS IN NATURAL HARD WAX OIL OR PAINTED FINISH WITH OPTION TO ADD CNC CUT PATTENS TO FACE

MULTIWALL F PANEL
INSULATIVE & TRANS PRIVACY & GREAT LIG ALONG WITH A WATE SHOWER UNIT INSIDI

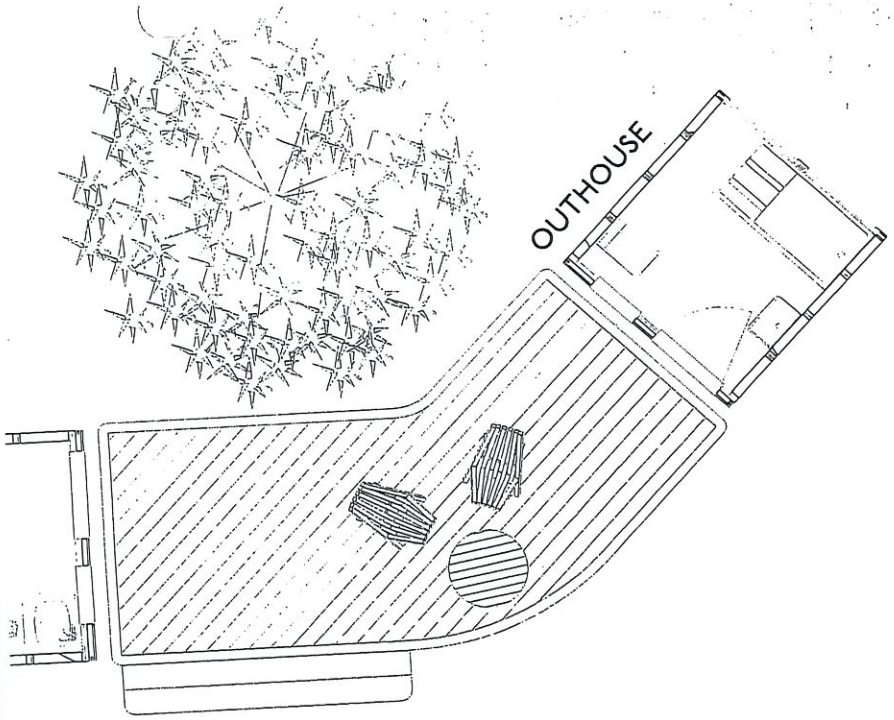
/ALK-IN SHOWER
AY WITH CLEAR SIDE PANEL . POWERED WATER HEATER.

)LEUM FLOORING
/ATER RESISTANT FLOORING V MATERIALS AVAILABLE IN A OF COLOURS AND FINISHES.

TOILET
:OR CONNECTION TO MAINS EATMENT TANK OR OPTIONS ARATING AND INCINERATION TOILETS.



WASH HAND BASIN
COUNTERTOP BASIN ON BIRCH PLYWOOD STOF UNIT. HOT & COLD MIXER TAP.

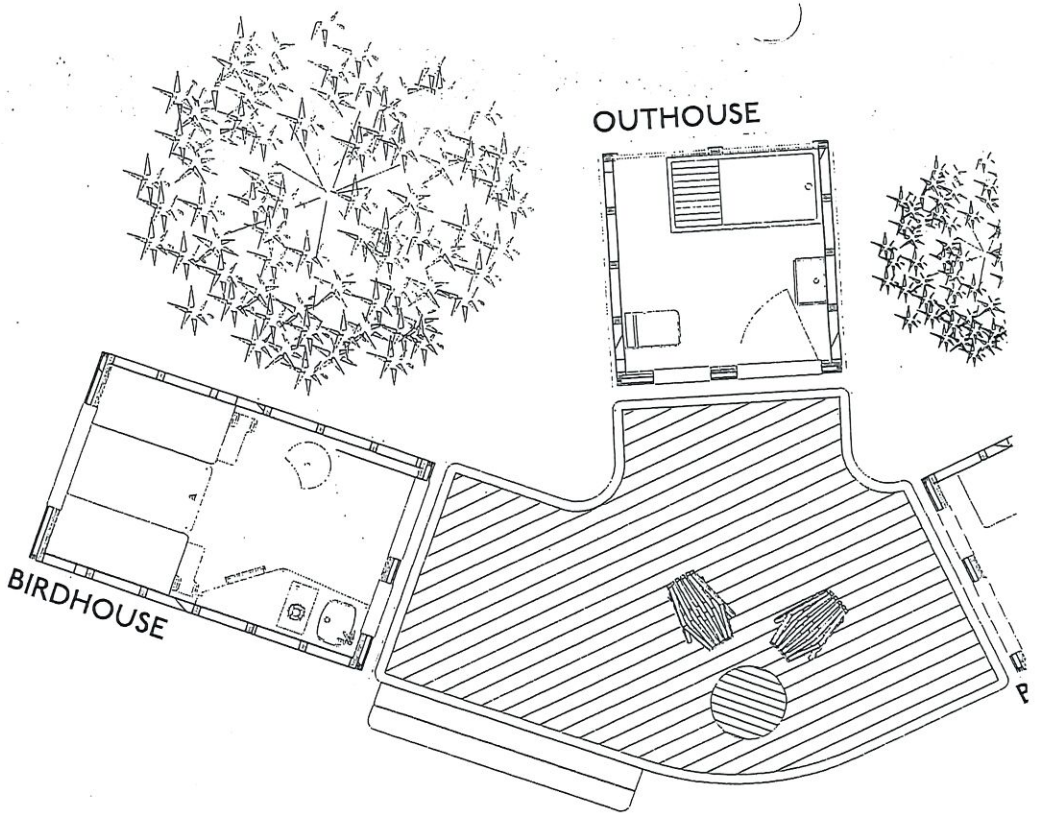


OUTHOUSE COMBINATION

cosy getaway for two....
ıb, seating and fire pit.

	PRICE (EX.VAT):
3LE BED / SEATING + KITCHEN MODULE + FIREPLACE:	£30,400.00
.ET + SHOWER + BASIN + LIGHTING:	£23,550.00
	£4,500.00 EST.
	£58,450.00

allation.



COMBO 02
BIRDHOUSE, OUTHOUSE & BIRDHOUSE COMPA

The ideal family or small group base camp....

EXAMPLE PRICING:

S#1: BIRDHOUSE + DOUBLE BED / SEATING + KITCHEN MODULE + FIREPLACE:
S#3: OUTHOUSE + TOILET + SHOWER + BASIN + LIGHTING:
S#2: BIRDHOUSE COMPACT + BUNK BEDS + FIREPLACE:
L#2: LINK DECK:

TOTAL:
Excludes delivery & installation.

LANDPOD®

THE LOFT

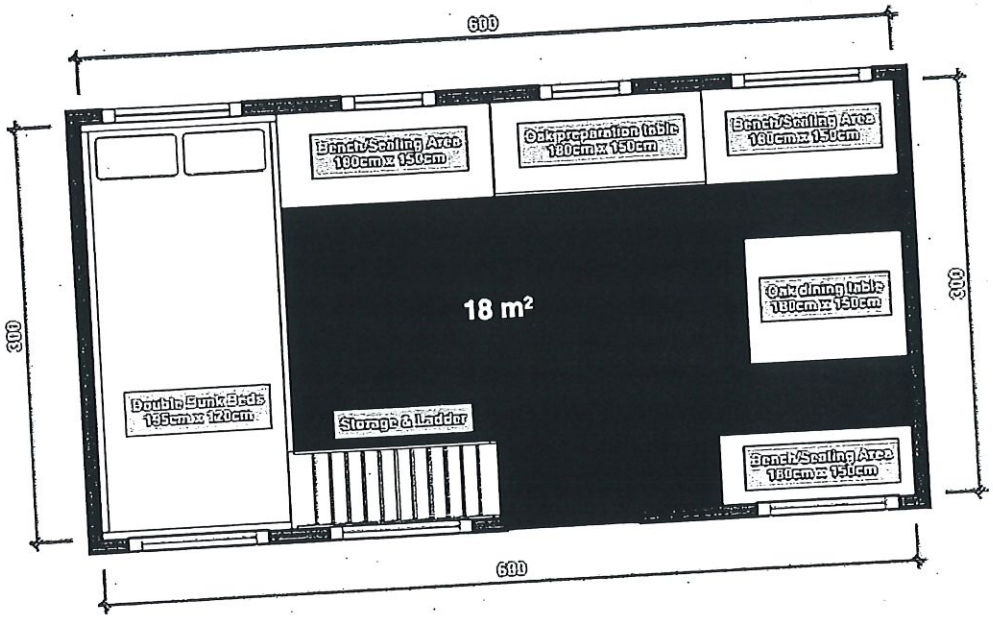


Product Information:

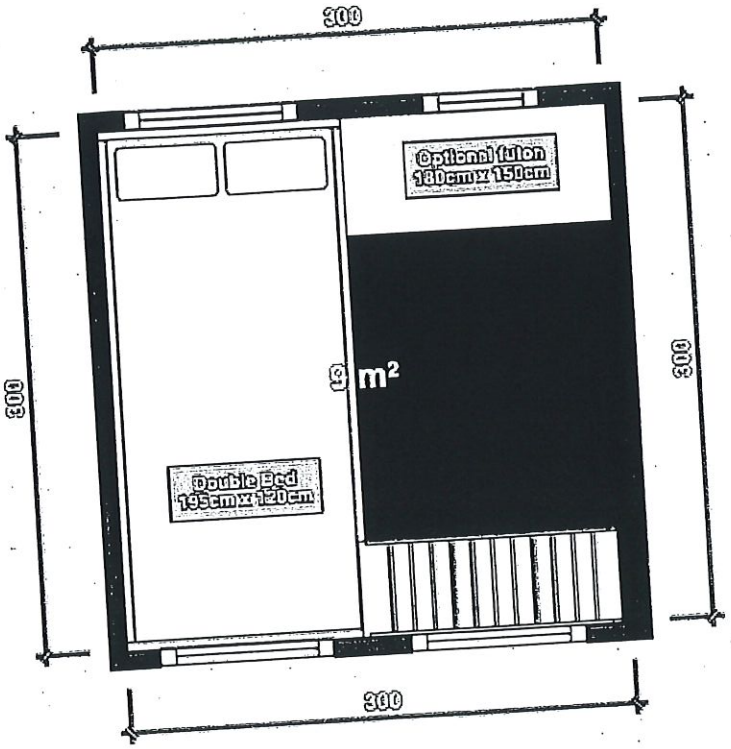
- Main structure that sleeps up to 6 people
- Thermal insulated PVC roof
- Oak dining table with hardwearing resin coating
- Oak preparation table with food safe varnish
- Varnished wooden floors
- Seating cushions

- Upstairs carpet
- Adventure Pack (please see info sheet for more details)
- 2 x Landpod Power Hub with 2 USB charger ports and Solar Panel
- Internal sunken LED lighting and exterior solar lights
- Blackout curtain
- Premium timber cladded roof
- 2 x Foam double mattress with waterproof cover 195 x 120 x 10 cm
- Oak Table and Wine Rack
- Birch Games Table

Dimensions

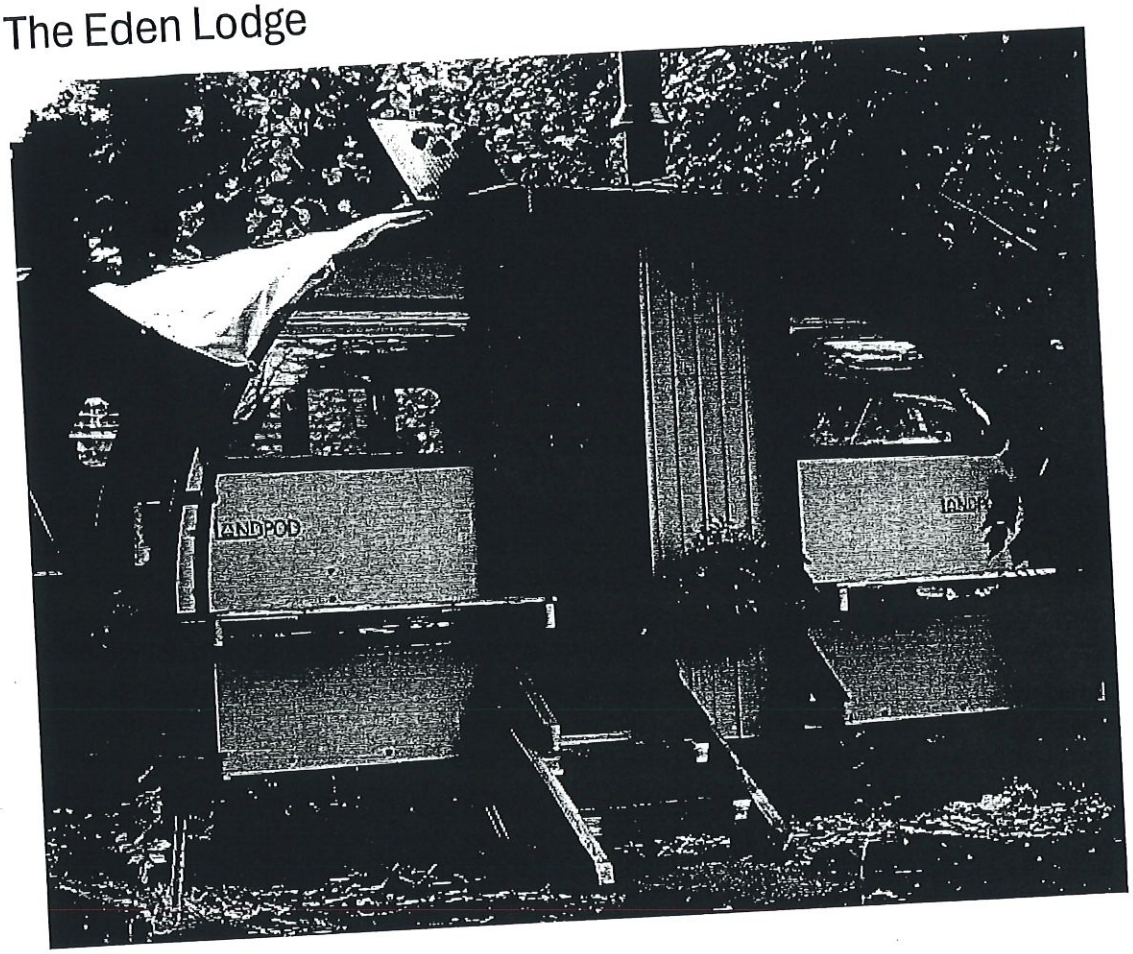


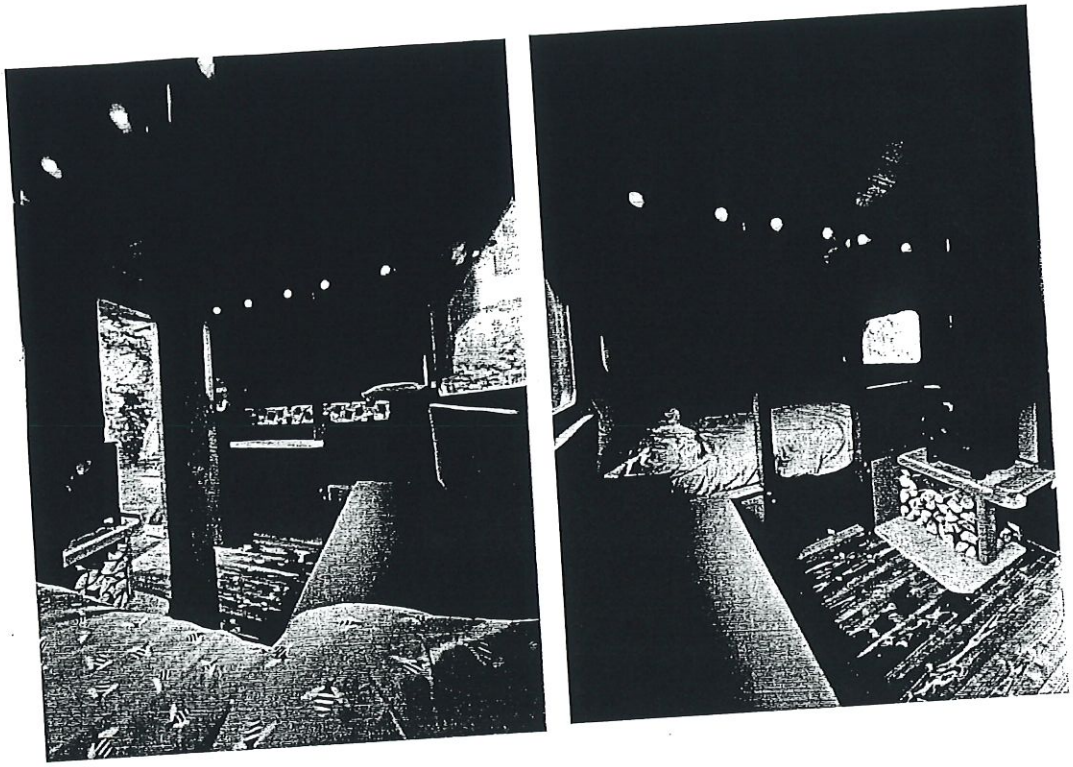
LANDPOD®


300
Optional futon
180cm x 150cm
19 m²
300
300
Double Bed
193cm x 120cm
300

LANDPOD®

The Eden Lodge

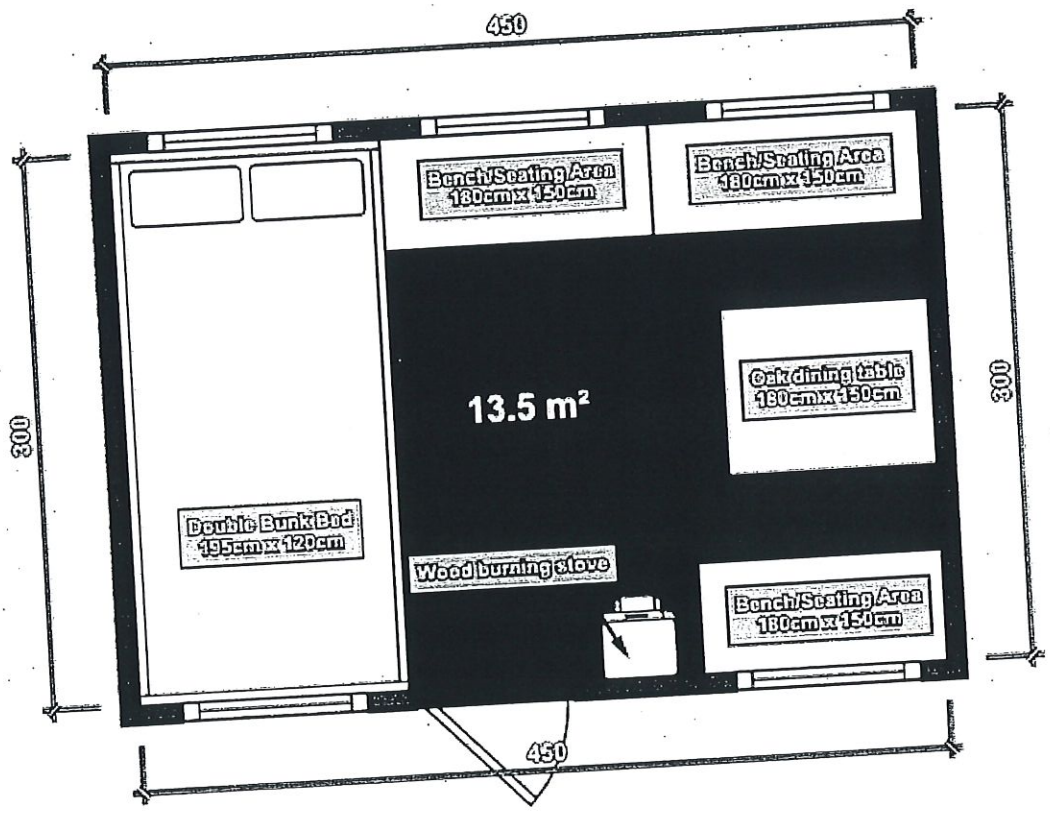




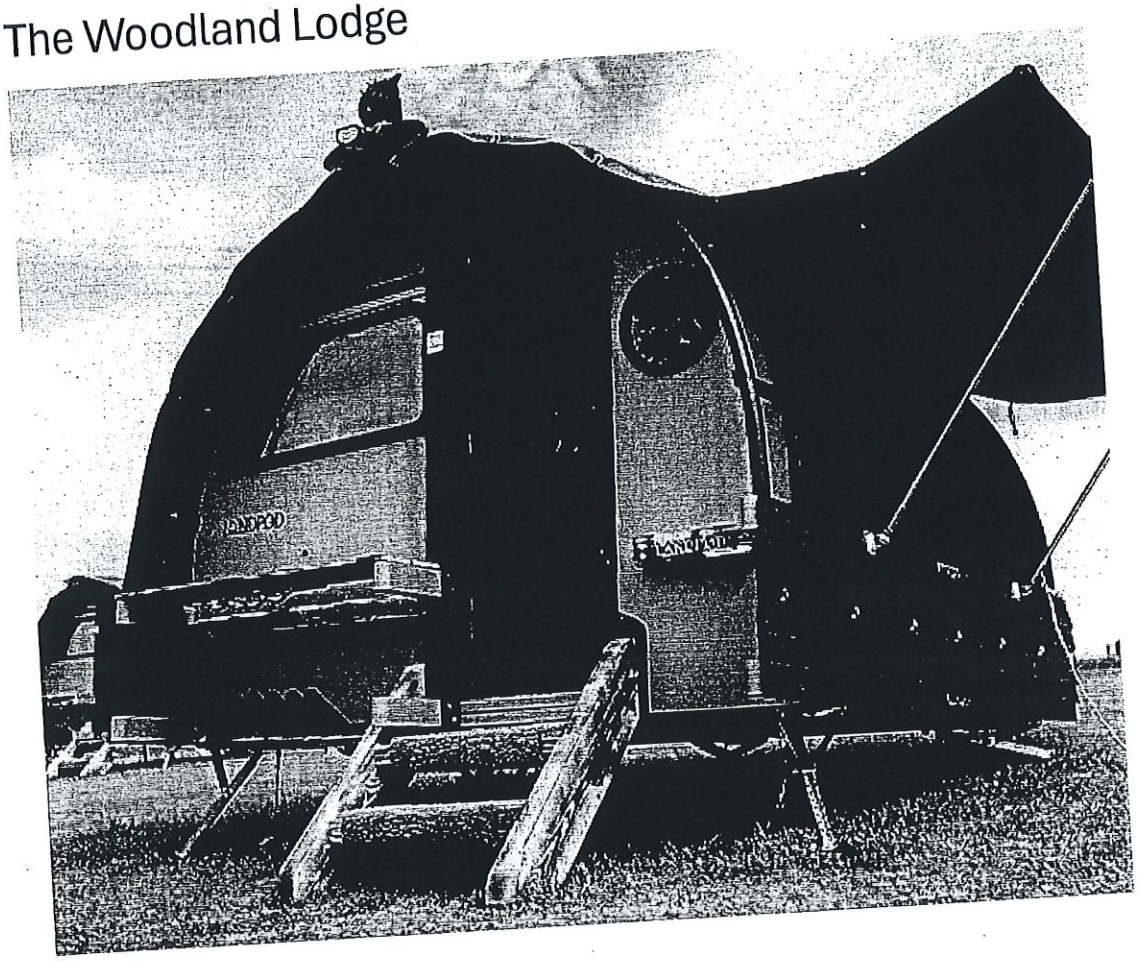
Product Information:

- Main structure that sleeps up to 6 people
- Thermal insulated PVC roof
- Oak dining table with hardwearing resin coating
- Oak preparation table with food safe varnish
- Varnished wooden floors
- Waterproof Seating cushions
- Adventure Pack (please see info sheet for more details)
- 2 x Landpod Power Hub with 2 USB charger ports and Solar Panel
- Internal sunken LED lighting and exterior solar lights
- Blackout curtains
- 4KW wood burning stove and 4" twin wall flue system
- Premium timber cladded roof
- 3 x Foam double mattress with waterproof cover (195 x 120 x 10 cm)
- Oak Table and Wine Rack
- Birch Games Table

Dimensions:


450
300
Bench/Seating Area
180cm x 150cm
Bench/Seating Area
180cm x 150cm
13.5 m²
Oak dining table
180cm x 150cm
300
Double Bunk Bed
195cm x 120cm
Wood burning stove
Bench/Seating Area
180cm x 150cm
450

The Woodland Lodge

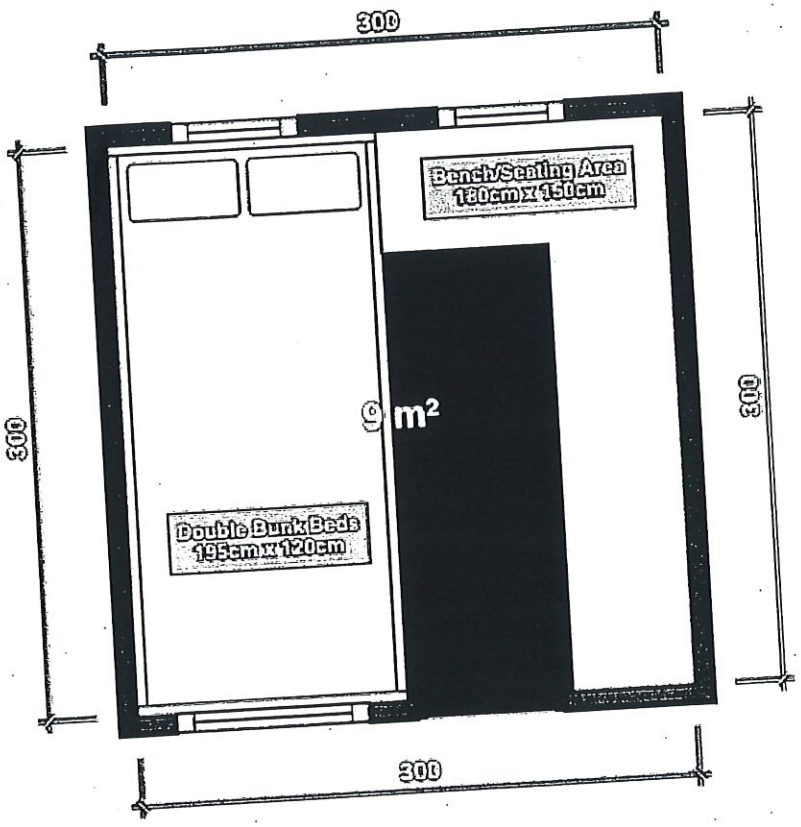


Production Information:

- Main structure that sleeps up to 4 people
- Thermal insulated PVC roof
- Adventure Pack (please see info sheet for more details)
- Landpod Power Hub with 2 USB charger ports and Solar Panel
- Internal sunken LED lighting and exterior solar light
- Carpet or Astro Turf flooring
- Blackout curtains
- Premium timber cladded roof
- 2 x Foam double mattress with waterproof cover 195 x 120 x 10 cm
- Seat Cushions
- Oak Table and Wine Rack
- Birch Games Table

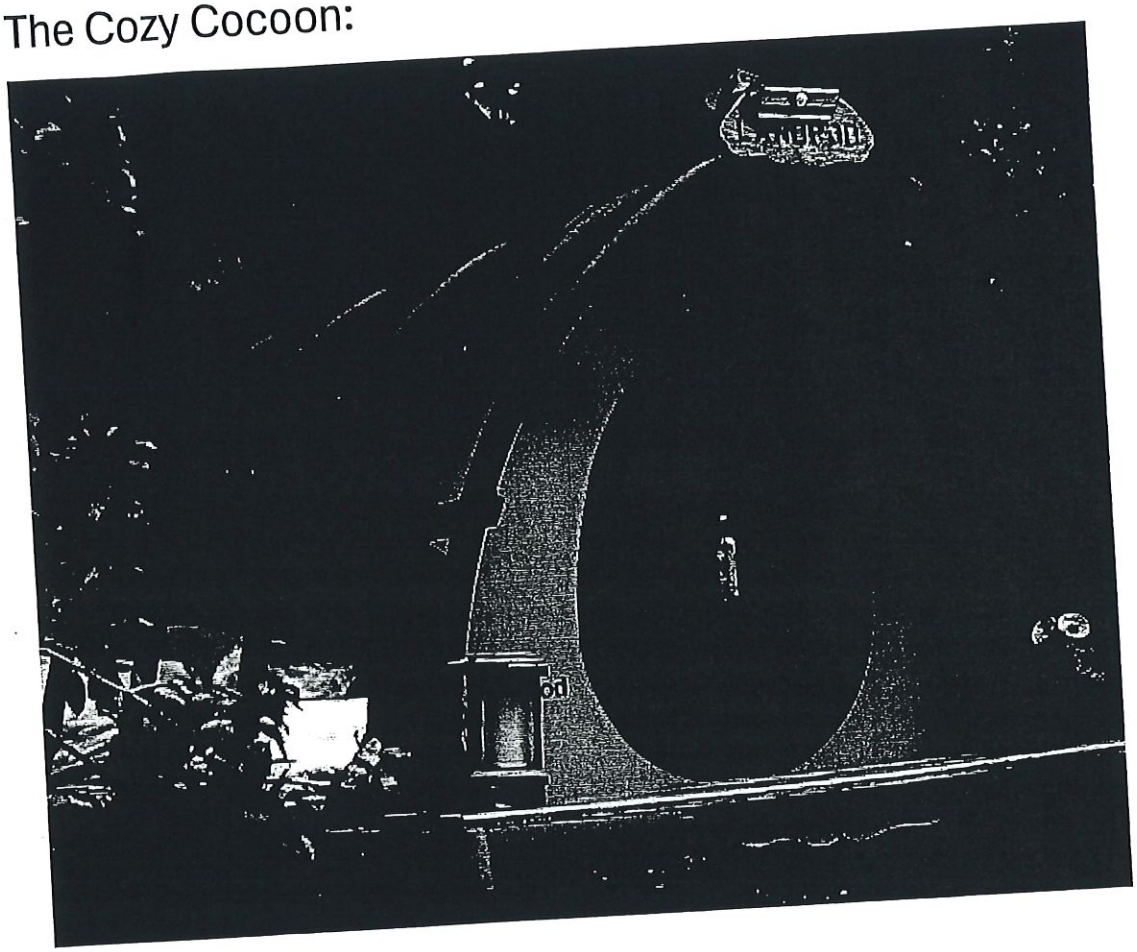
LANDPOD®

Dimensions:



LANDPOD®

The Cozy Cocoon:

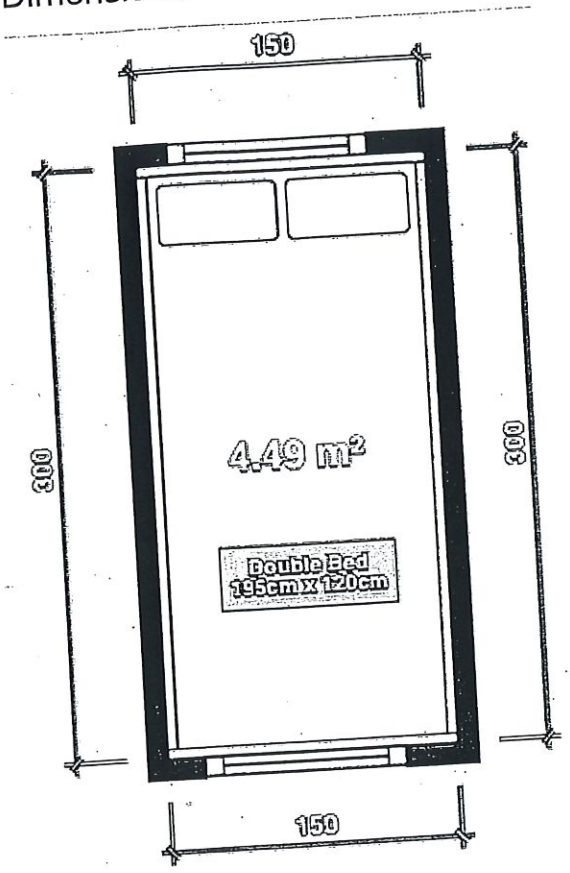


Product Information:

- Main structure that sleeps up to 2 people
- Thermal insulated PVC roof
- Landpod Power Hub with 2 USB charger ports and Solar Panel
- Internal sunken LED lighting and exterior solar light
- Carpet or Astro Turf flooring
- Blackout curtains
- Premium timber cladded roof
- Foam double mattress with waterproof cover 195 x 120 x 10 cm

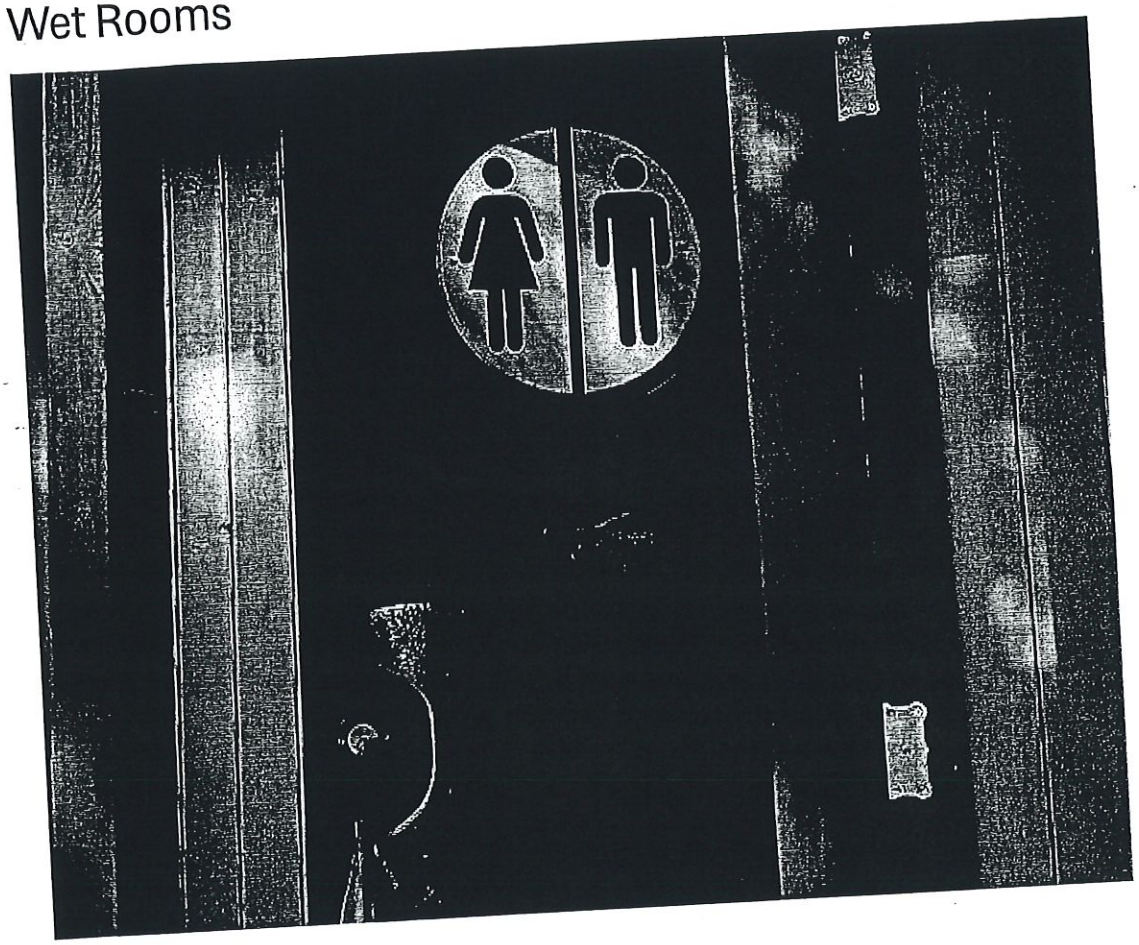
LANDPOD®

Dimensions:



LANDPOD®

Wet Rooms



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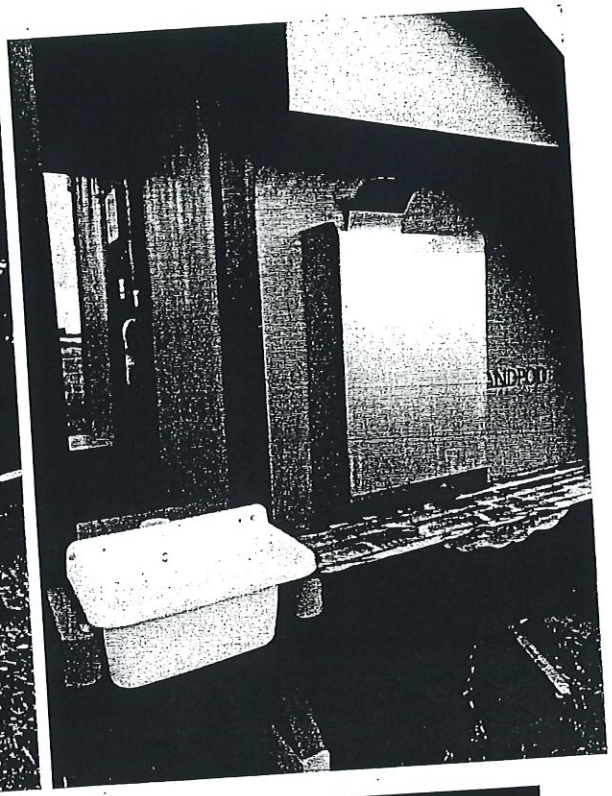
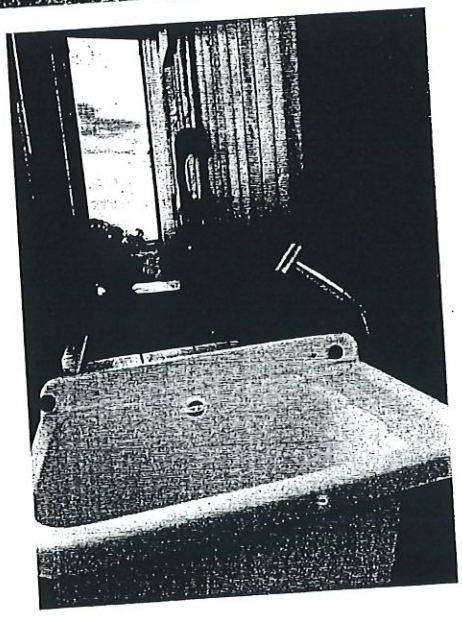
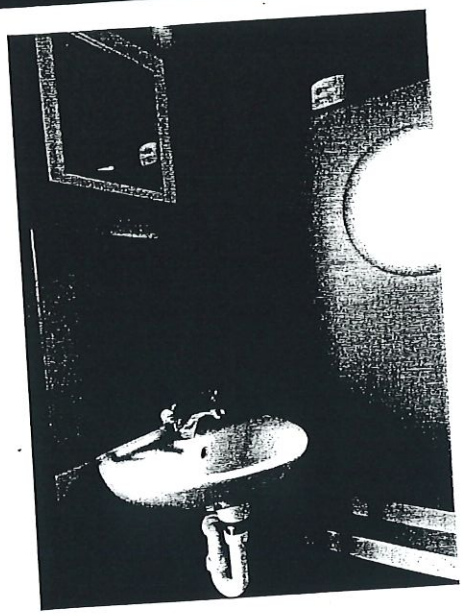






Product Information:

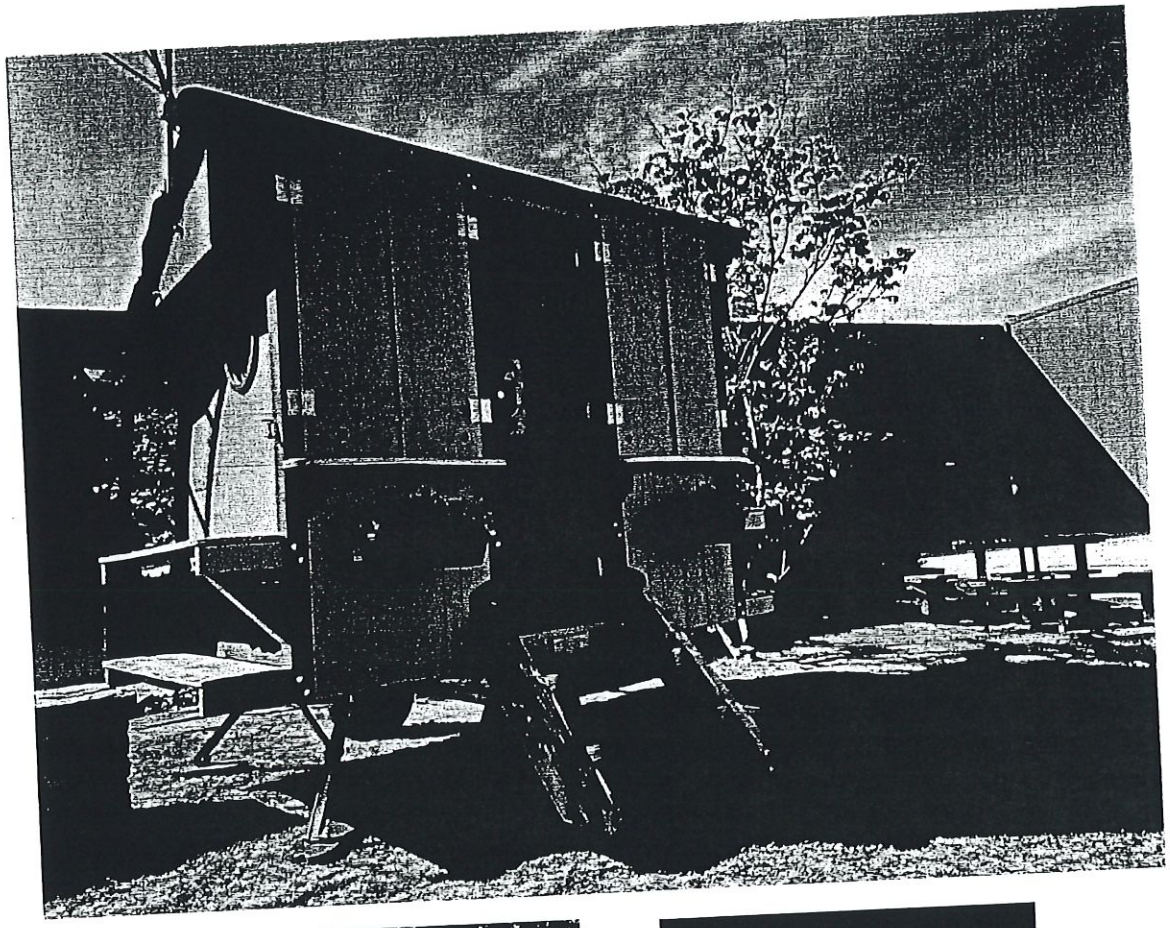
- Wetroom flooring constructed from antislip recycled boarding, fusion welded to create a water tight interior
- Internal waterproof LED lighting system
- Solar powered internal lighting and battery pack
- Built on the Landpod transporter trailer so it can be easily moved around your site
- Adjustable legs and platform allows to be built on any type of ground
- Durable plastic coated steel roof
- No need for costly foundations
- High security lock on the door

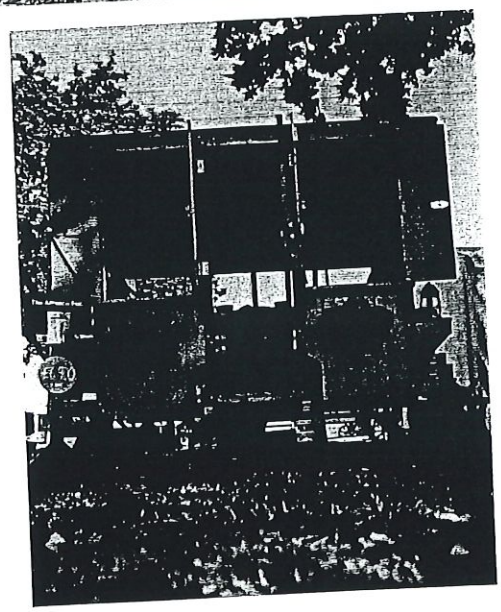
LANDPOD®

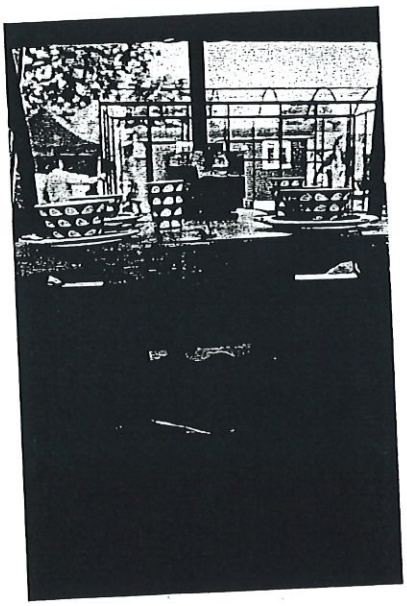
Alfresco Pod



LANDPOD®



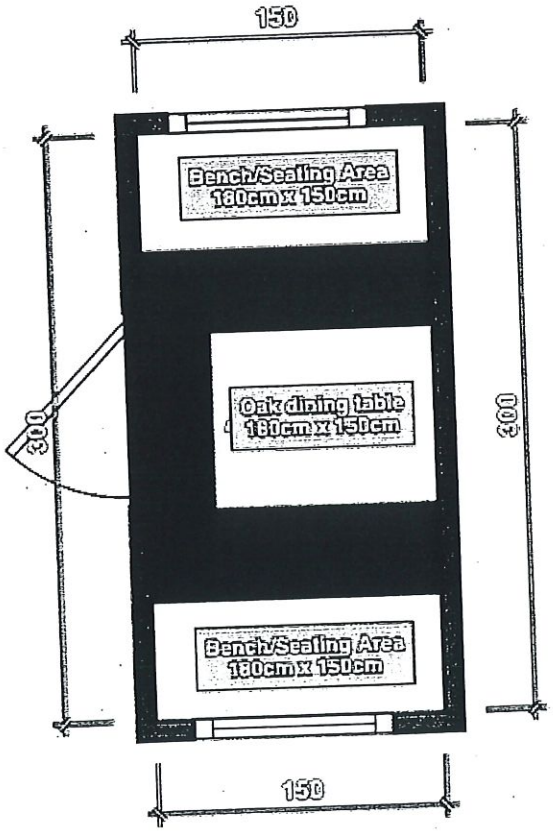




Product Information:

- Main structure seats up to 6 people
- Thermal insulated PVC roof
- Landpod Power Hub with 2 USB charger ports and Solar Panel
- Internal sunken LED lighting and exterior solar light
- Carpet or Astro Turf flooring optional
- Premium timber cladded roof
- Foam double mattress with waterproof cover 195 x 120 x 10 cm

Dimensions:



LANDPOD®

Power Pods

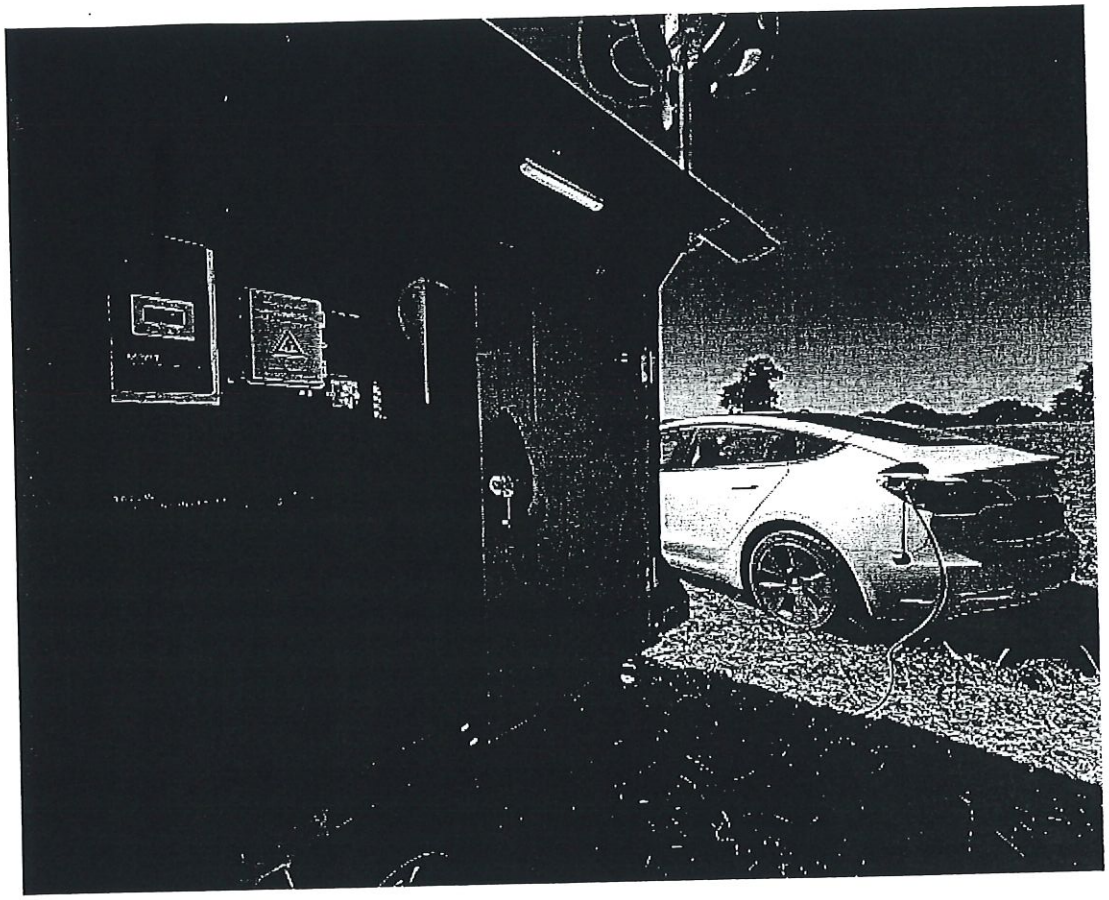


EXHIBIT B

Macon Bibb County Government

RFP 25-002-LH

90657
90604
95826
98863

Request for Proposals for Recreation Master Plan and Development

Issue Date: August 19, 2024

Due Date: December 5, 2024

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1. INTRODUCTION & BACKGROUND

1.1 Introduction

Macon-Bibb County is issuing a Request for Proposal to seek highly qualified firms to develop a comprehensive Recreation Master Plan and Development. Upon approval of the Master planner/Developer, qualified firm (s) are to manage the operation and maintenance of the recreation/mixed-use facilities through a ground lease agreement with Macon-Bibb County. Qualified firms must demonstrate proven expertise to include but not limited to recreation facility planning, environment impact assessment, operations management, community outreach, recreation program assessment, financial analysis, project delivery, and organizational analysis. Macon-Bibb is committed to driving an energetic and competitive economy that increases the quality of life for our community. Proposals submitted by firms may involve all or any portion of the Lake Tobesofkee recreational facility. The successful firm will have up to one (1) year to create the master development plan.

1.2 Purpose

The primary purpose of the Lake Tobesofkee Recreation Master Plan and Development solicitation is to set a clear set of goals and objectives that will provide direction for the development and enhancement of the lake's open spaces, indoor and outdoor recreation facilitis and an execution of said plan.

1.3 Background

Lake Tobesofkee built in the 1960's is located on Tobesofkee Creek in Macon-Bibb County. Tobesofkee is a year around recreation area covering nearly 1800 acres with 35 miles of shoreline. There are three parks (Claystone, Sandy Beach Park, Arrowhead) that are located around the lake that offer sandy beaches. The amenities include activities such as swimming, fishing, boating, camping, water skiing, sailing, pickleball courts, and picnic pavilions. All three parks offer campsites with modern conveniences and spacious pavilions' for the outside public to rent.

Macon-Bibb County's Lake Tobesofkee department operates as a Public Grounds operation within the scope of the Parks and Recreation Division. This Recreation Masterplan and Development solicitation offers a unique opportunity for Macon-Bibb County to enhance recreational facilities, protect greenspaces, assess sustainability, and consider the needs of the community. The County is open to creativity and collaboration that will increase the interest of a growing and diverse population.

1.4 Goal

The goal is to allow qualified firms to create a master development plan that must include all three parks, which are Claystone Park, Sandy Beach Park, and Arrowhead Park. The master development plan should encapsulate a vision of a variety of activities such as including within the design walking trails and bridges, and provide amenities that will introduce conservation of greenspace, safety paths, and an environment that will help to increase engagement and promote the welfare of the surrounding communities.

The Master Plan and Developer solicitation envisions, and ultimate linkage of all indoor and outdoor activities intended to promote a sustainable environment. Innovative, creativity, and cost saving proposals are encouraged by the planners and developers responding to this solicitation. Macon-Bibb County is seeking a public private partnership and/or joint venture with one firm for both the overseeing of design and construction services on this specific project for future development that will incorporate mixed-use elements. The selected firm must demonstrate they have similar experience in development projects. The County's goal is to maximize long-term revenue that will generate economic benefit for Macon-Bibb County.

1.5 Scope of Services

The Master Plan in this Request for proposal shall include a comprehensive detail design of all project elements that include but not limited to project planning, project scope, detailed assessments of conditions, capacity analysis, project schedule, project deliverables, community engagement, goals and recommendations, coordination with other local government entities, resource and data collection, implementation/schedule, budget estimates and financial plan. Proposals may include additional action items and recommendations that will help achieve the goals and intent of the tasks not listed in this RFP.

Master Planner and Developer Service will create a vision plan for Lake Tobesofkee. Upon approval of all or part of the vision plan, a comprehensive ground land lease will be negotiated with the selected firm allowing the firm to proceed to the construction, operational and maintenance phase of the vision plan. The successful firm will operate, maintain, and build onsite. The scope of work outlined below is to be used as a general guide and shall not be construed as a complete list of all work required to complete the project. Respondents to this solicitation may recommend and create a modified version as part of this proposal.

Assessment Phase

Master plan shall describe proposed features/components supported with site maps, drawings, graphics, construction plans, final designs, project specifications, implementation plan, and time of completion. Master plan design and build shall be in compliance with applicable federal, state, and local laws, regulations, and ordinances.

- An evaluation and review of existing lands uses, and recreation amenities. Firm shall report on findings and recommendations to the County and stakeholders anticipated goals.
- General map showing potential locations for recreation offerings in the County and at each of the sandy beaches.
- Open space shall be identified as a common area on the Master Plan and on all plats, as applicable dedicated to the public space. Firms responding this solicitation must identify specific parcels they intend to develop. Access to private lake sites must not be restricted to residing residents within the masterplan.
- Description of barriers to development (i.e., regulatory, legal, infrastructure, etc.) and strategies to facilitate implementation.
- Executive summary and findings on conceptual future development and recreation facilities in the County and the surrounding area.

- Project Management Plan that will demonstrate how the offeror will oversee and control the project in reference to lines of authority, communication, quality and control procedures, safety management, risk assessments, ability to respond to changes, handling of warranty issues, corporate support, etc.
- Close-Out of Project will include and deliver final Master Plan and present to Macon-Bibb County committee.
- Cost projections of recommendations with outline of possible funding sources, and the feasibility to sustain any improvements. Including the economic value back to Macon-Bibb County and local businesses. Financials shall also include anticipated consumer pricing for all services/facilities, and discounts for Macon-Bibb employees. Responding firm shall provide an itemized cost estimation will include total project cost, and construction cost.

Deliverables Phase

- List of potential projects that will enhance the outdoor recreation offerings in the County's Lake Tobesofkee area.
- Community needs assessment based on recreational trends, regional market analysis, and stakeholder engagement.

Product and Deliverables Phase

Some of the deliverables to be included with the Master Plan, but not limited to the items identified below. Other areas of emphasis may be identified during the planning process.

Relevant GIS data and digital map data used in the creation of maps and other supporting documentation in the Master Plan shall be provided to the County with copies to Macon-Bibb County local government entities at the end of the project.

The design team can provide additional proposals once these concepts are completed, and the projected costs are defined.

Submissions in response to this Request for Proposals are due Thursday, December 5 2024 12:00 pm EDT. Responses received after the date and time prescribed may not be considered for contract award and shall be returned to the Offeror at the discretion of the County. **For a full schedule of activities and key dates, see Section 2 below. A pre-bid conference is scheduled for 10:00 o'clock a.m., Wednesday, August 28, 2024, at Procurement Department at 700 Poplar Street Suite 308, Macon, Ga 31201.**

2. SUMMARY OF KEY DATES

The overall schedule for accepting and reviewing Responses and Developer Selection is:

TASK	Due Date
RFP Issue Date	August 16, 2024
Mandatory Pre-Bid Conference and Site Tour Macon-Bibb City Hall, Procurement Conference Room, 700 Poplar Street, Suite 308, Macon, Georgia 31201	August 28, 2024
Closing Date for Written Questions must be emailed Laura Hardwick at **lhardwick@maconbibb.us**	September 13, 2024, by 3:00 p.m.
Answers to Written Questions	September 27, 2024
Closing Date for Response Submission	December 5, 2024
Announcement of Shortlist	TBA
Interviews of Shortlisted Firms	TBA
Anticipated Date of Developer Selection	TBA

2.1 Development Area

The proposed development area is located at 6600 Mosley Dixie Road Macon, Georgia 31220 which sits outside of Macon City Limits on Lake Tobesofkee Creek. The development area is 180- acres with 35 miles of shoreline in the northeast section.

2.2 Zoning

It is anticipated that the County will work with the selected developer to obtain the proper zoning designation.

As part of the approval process, prior to development, the Selected Contractor will be required to submit a Final Development Plan to the Macon-Bibb County Planning and Zoning Commission and will pursue all other required approvals.

2.3 Transaction Structure

The Macon-Bibb County currently owns the property. Macon-Bibb County intends to enter into a long-term ground lease agreement The ground leasing and use of the Lake Tobesofkee shall be in accordance with the negotiated terms and conditions set forth by Macon-Bibb County. Macon-Bibb County will require a share of revenues generated and the revenues will be based on gross proceeds for the selling of products and/or services.

3. SCOPE AND DEVELOPMENT

3.1 Overview

The concept for this project is to enhance the existing recreational facilities with a variety of proposed uses of the property. Attach to this Request for Proposal is LoveJoy Capital's unsolicited proposal to transform Lake Tobesofkee into a unique outdoor facility. The receipt of the LoveJoy Capital's unsolicited proposal does not negate the company from submitting a response to this Request for Proposal. Macon-Bibb County is seeking Request for Proposal from all eligible firms who can meet the scope of work described herein.

The Selected firm for the Master Plan, Contractor must plan and execute all required activities to complete development of the property, to the maximum extent possible, in coordination with the County.

4. PROPOSAL SUBMISSION REQUIREMENTS

4.1 General

Proposals must be typewritten on 8.5 by 11-inch paper and bound in two separate binders. Binder 1 contains the Technical Proposal and Binder 2 contains the Financial Proposal. The Offeror must also submit one copy of the proposal in digital format, on a USB flash drive. **Technical and Cost Proposals must be submitted in separate envelopes.**

It is the Offeror's responsibility to clearly describe the project it proposes to develop in response to the RFP. Offerors are cautioned that organization of their response, as well as thoroughness, is critical to the evaluation process. All RFP Forms must be completed legibly and, in their entirety, and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal are not desired.

By submitting a proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP may result in the disqualification of the Offeror's proposal.

The Offeror's response is considered a binding offer assuming all terms are negotiated satisfactorily in the development agreement.

Responses may be withdrawn upon written request and resubmitted if received by the County prior to the Closing Date for Proposal Submission. Responses will be in force for a period of one hundred and eighty days following the Closing Date for Proposal Submission.

Personnel described in the response shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees or agents of the Developer and not employees or agents of the County and must be able to pass Criminal Background check.

4.2 Binder 1: Technical Proposal

The Offeror must submit the following information, arranged in the same order and identified with headings as presented herein. This information will be considered the minimum content of the Technical Proposal.

4.2.1 Transmittal Letter
A letter signed by an authorized officer of the development team to make a binding commitment for the Developer without the consent or joiner of any other party or authority. The Transmittal Letter should state that the Proposal is valid for 180 days and that, if selected, the Developer will negotiate in good faith with the County.

4.2.2 Table of Contents

4.2.3 Executive Summary excluding all financial information (three pages maximum)

4.2.4 *Development Team Overview and Organizational Structure* – Offerors shall provide a company overview for each member of the proposed Development Team. Offerors must identify the lead Developer and the role of each member of the Development Team, as well as the proposed Project Manager and project architect.

Offerors shall provide an organizational chart and narrative description that identifies the proposed team structure clearly delineating relationships between reporting roles. Summary qualifications of key project staff should be included as well as a description of their role on this project and relevant experience.

4.2.5 *Past Performance* - Offeror's qualifications should demonstrate expertise, financial capacity and proven experience in residential and/or mixed-use adaptive reuse and projects as well as experience with historic tax credit development, management and public-private partnerships.

Offerors must provide illustrative materials on three (3) recent projects of similar or comparable scope with specific emphasis on adaptive reuse and tax credit deals over the past 10 years. Past Performance examples shall include at a minimum:

a. Name / address / location of project

b. Development team members including lead developer, project architect, general contractor, lender(s) and equity provider(s)

c. References including names, addresses, telephone numbers and email addresses and a letter authorizing each reference to respond to inquiries regarding the design, financing and development of the project as well as prior projects

d. Photographs and project renderings, if available.

e. Development scope
- Land area (square feet)
- Square footage of buildings (broken down by product type)
- Parking solutions
- Construction type (high rise, mid-rise, low rise)

f. Development costs (excluding land costs)
- Total project development costs
- Hard costs by product type (total and $ / s.f.)
- Soft costs
- Development fees

g. The sources and amounts of project funding

h. Project timeline from initial planning to construction completion and lease up as well as current project status

i. Challenges associated with the project

j. Development structure – if the project was a Public-Private Partnership, Offerors must provide the following information:
- Whether the project was in response to an open solicitation
- Total consideration to the government including but not limited to:
- Land value (initial proposal and final negotiated agreement) – amount, methodology for establishing amount (if applicable), timing of payments

k. Other public benefits - list and identify the cost of each (i.e. public parking, public facilities, etc.)

l. Any factual measures of success including but not limited to:
- Initial budget vs. final cost
- Projected Net Operating Income (NOI) for first stabilized year (and projected year) vs. actual stabilized NOI (and actual year of stabilization)
- Satisfaction of public entity (where applicable, demonstrate through past performance review)

4.2.6 A list of any projects on which the Developer, its parent company, or any member of the Development Team has defaulted or declared bankruptcy, and an explanation of each default or bankruptcy.

4.2.7 Detailed information regarding any criminal indictments or felony convictions of the Developer or any principal, officer, director, partner, member, manager or equivalent of any person or entity constituting a member of the Development Team.

4.2.8 Proposed Development Plan

The Development Plan should demonstrate an understanding of the site, market opportunities and constraints, the type and size of development best suited for the site and the market, and a realistic, market-based approach to total development scope. The Development Plan must include at a minimum, the following:

a. Narrative description of the Offeror's vision for the project

b. Proposed Development Program - total square footage of facilities to be constructed and description of locations to be utilized.

c. Parking proposal –number, preferred location and type of parking stalls necessary for project completion.

d. Provide market support for proposed development program.

4.2.9 Conceptual Project Schedule

Offerors must submit a theoretical project schedule, detailing the duration (in number of months) and dates for key milestones beginning at initial selection through stabilized occupancy of the of the proposed facility.

The Project Schedule must address at a minimum, the following:

a. Negotiation of development agreement

b. Negotiation of property lease acquisition with the County

c. Concept plan preparation, review, and approval by the County

d. Development Plan preparation, review, and approval by the County

e. Local governmental approvals and actions (zoning, site plan, etc.)

f. Project financing plan approval

g. Schematic design, design development and construction drawing preparation and approval.

h. Permitting process

i. Project construction period

j. Initial occupancy

k. Final/stabilized occupancy

4.2.10 Required Statements

Offerors must submit statements for the following:

a. Identify whether the Project's feasibility is contingent on any local, state, or federal government action or financial support (including a change in regulations; funding including guarantees, and issuance of tax-exempt bonds; financing and credit enhancements; leasing of space; and the justification and process for obtaining government support).

4.3 Binder 2: Conceptual Financial Proposal

The Offeror must submit the following information, arranged in the same order and identified with headings as presented herein. This information will be considered the minimum content of the Financial Proposal.

4.3.1 Table of Contents

4.3.2 Proposed Deal Structure: The proposed property will be available for redevelopment on a long-term lease basis after the masterplan and build are approved. Firms entering into a ground lease will assume responsibility for any and all expenses incurred. Any firm entering into a ground lease with is subject to the terms and conditions set forth by Macon-Bibb County.

4.3.3 A full construction and development pro forma including budgets, sources and uses and operating cash flows, provided in Microsoft excel format with all formulas editable and intact

4.3.4 Conceptual Project Budget: Provide a high-level construction and development budget, based upon the Proposed Development Plan

4.3.5 Financial Plan and Transactional Instruments
Offerors shall provide a description of its strategy for financing the project on a long-term basis including anticipated financing costs, discussion of the risks and benefits of the structure, long term outlook for project financial viability, and why this strategy is the most advantageous for the County. Proposals will address timing for execution of financing, and financing closure.

Any proposal must address and demonstrate that any financing shall be secured only on the ground leasehold interest; there shall be no financing on the County's fee interest. the agreement shall present no cost or risk to the County.

4.3.6 Historical Financials
Copies of Developer's audited financial statements for the past three fiscal years.

4.3.7 Financial Qualifications
Statements regarding the Developer's financial creditworthiness and past development experience which can be verified, including the names and addresses of at least three (3) commercial or institutional credit references and a letter authorizing each credit reference to respond to inquiries.

5. Copies and Submission

One (1) original (duly marked with **Flash Drive**) and **five (5)** copies of the Technical Proposal binder, and one (1) original (duly marked/ **Flash Drive**) and **five (5)** copies of the Financial Proposal binder shall be delivered in separate envelopes to the following address:

"Request for Proposals for Recreation Master Plan and Development for Lake Tobsofkee"
Macon Bibb-County Procurement Department
Attn: Laura Hardwick, Procurement Director
700 Poplar Street
3rd Floor, Suite 308
Macon, GA 31201

Offerors are reminded that changes to the Request for Proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the solicitation. All addenda MUST be signed and submitted before the time and date of the closing of the bid or must accompany the bid. Notice of addenda will be posted on the solicitation webpage at http://www.maconbibb.us/purchasing/.

The Offeror is advised that the United States Postal Service or even Express Mail may not deliver your response in a timely manner. Offerors are cautioned to plan accordingly.

The County is not responsible for delays caused by any delivery service. **Deliveries must arrive by 12 noon on Thursday, December 5, 2024.**

The County reserves the right to reject any or all responses considered not responsible or non-responsive; to re-advertise this RFP; to postpone or cancel this process; to waive irregularities in the solicitation process or in the responses received; and to change or modify the RFP schedule at any time. Examples of not responsible or non-responsive may include, without limitation, termination of a previous contract with the County, financial weakness, or multiple legal actions taken by the firm.

Macon-Bibb County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law.

Each submission should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner's needs.

Macon-Bibb County makes no guarantee that an award will be made as a result of this RFP and reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RFP or contract when deemed to be in the Owner's best interest.

Macon-Bibb County will consider only representations made within the submission in response to this RFP. The owner will not be bound to act by any previous knowledge, communication or submission by the firms other than this RFP.

Failure to comply with the requirements contained herein may result in the submission being deemed "non-responsive" or "non-responsible". Nonresponsive submissions will not be reviewed for potential award.

Macon-Bibb County reserves the right to negotiate with the selected firm in the future. We may negotiate construction and operation of the facility mentioned in the firm's proposal for Engineering Designs, Drawings, and Related services, Right of Way acquisitions, and utility relocations.

6. Late Proposals

Proposals received after the date and time prescribed shall not be considered for contract award.

PROPOSAL EVALUATION AND SELECTION PROCESS

7. Proposal Evaluation Criteria

The following evaluation factors will be used to evaluate Offerors and are listed in order of importance:

Offeror Qualifications
Past Performance
Financing Plan
Degree to which the Conceptual Development Plan meets or exceeds the County's goals as set forth in

SCORING (total possible number of points = 100)

Experience & Qualifications – **Maximum 25 points**
Relevant experience, specific qualifications, and technical expertise of the firm previous work similar projects in size and complexity. Firms must provide a reference with contact information for a minimum of three (3) projects of similar scope and size completed within the last seven years. The Firm and its Teams must describe experience working in the public sector and knowledge of public sector procurement process.

Project Approach and Implementation – **Maximum 25 Points**
Describes familiarity of project and demonstrates understanding of work completed to date and project objectives. Roles and Organization of Proposed Team Project Team and Management approach. Team structure demonstrating adequate capability to perform both volume and quality of needed work with project schedule milestones. Timeline to be provided for all of the general responsibilities to complete the project requirements.

Financial Plan – **Maximum 35 Points**
Do they have the capability and resources for what their planning. Project itemized cost estimation will include total project cost, construction cost, total itemized cost per phase of the project.

Presentation/Interview-**Maximum 15 Points**
Present visual depiction of the conceptual design and build to Macon-Bibb County committee

8. Proposal Evaluation and Selection Process

8.1 A Selection Committee of the County has been established to review and evaluate all proposals submitted in response to this RFP. The committee will conduct a preliminary evaluation of the Technical Proposals based on the evaluation factors listed above and in the RFP. The selection of the Offeror will be based on the clarity and comprehensiveness of the Offeror's response. The Offerors will be evaluated as follows:

8.2 Based on the results of the preliminary evaluation, one or more Offerors may be invited to make an oral presentation to the County.

8.3 The County may request clarifications or best and final offers from any or all Offerors at which point the Committee will conduct a final evaluation and rank order the proposals deemed responsive and responsible.

8.4 The County may, at any time, request any additional information, including any omission from the original response, it deems relevant and/or necessary for the purposes of its evaluation and decision-making process. The Committee may conduct discussions, interviews or require presentations to investigate the qualifications of any Offeror, as it deems appropriate.

8.5 The County reserves the right to enter competitive negotiations with one or more Offerors.

8.6 As part of the competitive negotiation process, Offerors may be requested to provide the County with more detailed designs, project specifications and cost models or other information deemed necessary by the County. Any additional information provided to the County will be at the sole risk and expense of the Offeror.

8.7 The County reserves the right, at its sole discretion, to reject any or all proposals it deems incomplete or unresponsive to the submission requirements.

8.8 The designation of a Selected Developer will be based on the quality, clarity and thoroughness of the proposal and the degree to which it meets or exceeds the County's stated vision, goals and requirements and provides the County with the best value.

8.9 The County retains the right to negotiate the final contract terms and conditions to be presented for approval with one or more of the apparent most responsive Offerors as solely determined by the County.

8.10 The County reserves the right to conduct discussions with Offerors, to request revisions of proposals and to negotiate price changes or waive minor informalities. During the discussion period, no information will be disclosed regarding either the contents of proposals or discussions.

8.11 The County reserves the right to waive any information or irregularities in any response and to reject any and/or all responses as may be deemed in the best interest of the County. The County further reserves the right to cancel the project at any time and pay the selected Offeror only for the costs incurred to that point as will be provided for the development agreement.

8.12 Upon review of the proposals received from Offerors, the Committee will recommend to the County a preferred Offeror. Following review and approval of that selection, Macon Bibb County will negotiate a development agreement with the selected Offeror. Their designers may represent the General Counsel and Chief Financial Officer in these negotiations. In such instance where a development agreement, acceptable to the County, cannot be negotiated, the County may, in its sole and absolute discretion terminate negotiations and undertake negotiations with the next best-qualified Offeror until an acceptable development agreement is concluded and executed by the Mayor. Development agreement negotiations will include discussions related to fees and other charges, budget, insurance requirements and any other negotiable terms and conditions of a definitive contract.

Macon-Bibb County Government

Procurement Department
Government Center
700 Poplar Street, Suite 308
Macon, Georgia 31201
(478) 803-0550
Fax (478) 751-7252

Laura Hardwick
Director of Procurement

August 22, 2024

ADDENDUM # 1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-002-LH, Recreation Master Plan Development

The Invitation for Bids, referenced above, is modified as follows:

1. Mandatory Pre-Bid Conference will be held on Wednesday, August 28, 2024, at 10:00 a.m., Suite 308, 700 Poplar Street, Macon, Georgia,31201

2. The official RFP Issue date is 8/19/2024 and not 8/16/2024 as stated in the Summary of Key Dates (section 2 of the RFP).

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

Macon-Bibb County Government

Procurement Department
Government Center
700 Poplar Street, Suite 308
Macon, Georgia 31201
(478) 803-0550
Fax (478) 751-7252

Laura Hardwick
Director of Procurement

September 16, 2024

ADDENDUM # 2

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-002-LH, Recreation Redevelopment Master Plan for Lake Tobesofkee

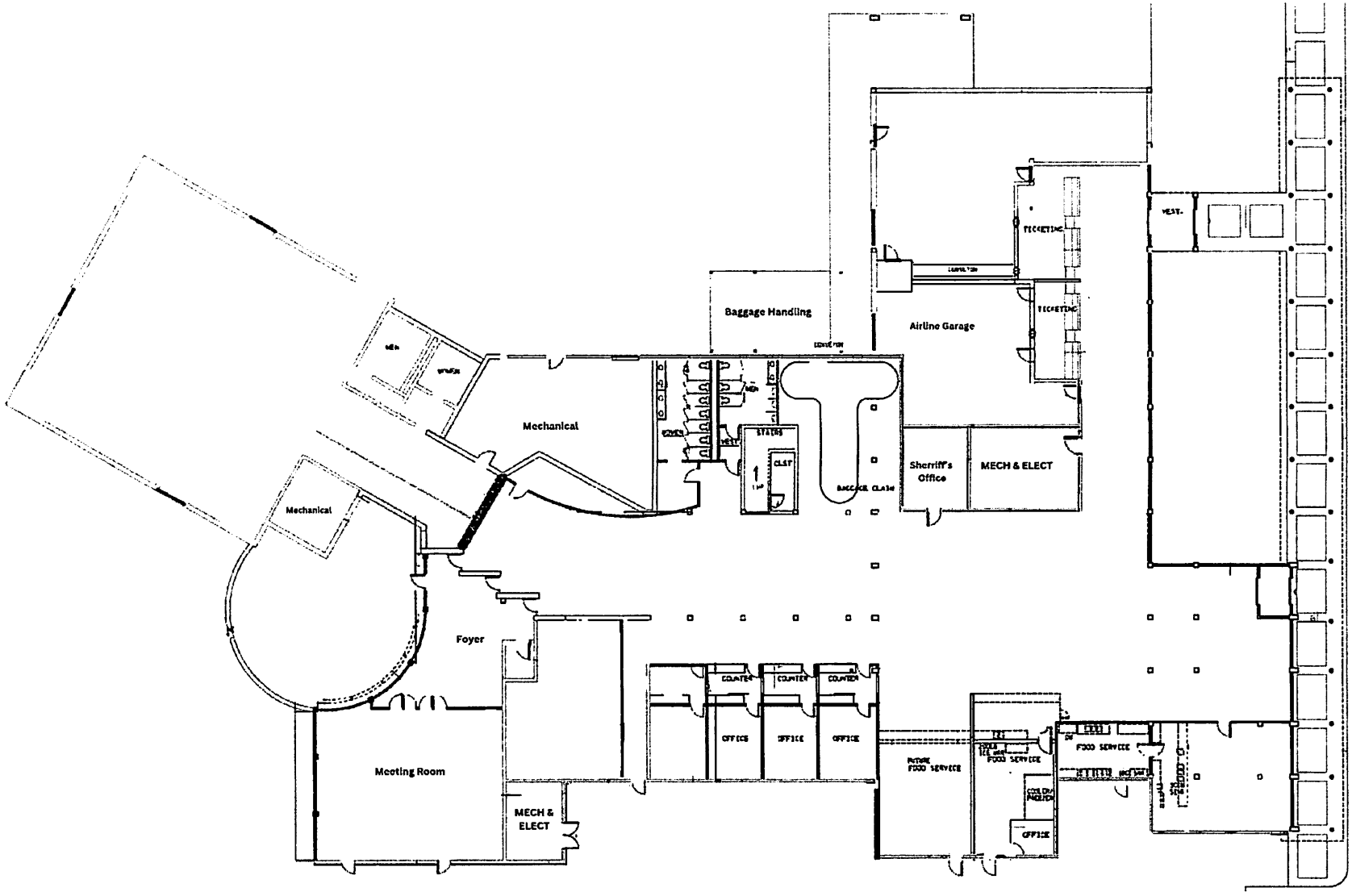
The Invitation for Bids, referenced above, is modified as follows:

1. Layout diagram

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick


Baggage Handling
Airline Garage
Mechanical
Mechanical
Foyer
Meeting Room
MECH & ELECT
Sheriff's Office
MECH & ELECT
OFFICE
OFFICE
OFFICE
OFFICE

Macon-Bibb County Government

Procurement Department

City Hall

700 Poplar Street, Suite 308
Macon, Georgia 31201
(478) 803-0550
Fax (478) 751-7252

Laura Hardwick
Director of Procurement

December 4, 2024

ADDENDUM #3

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-002-LH, Recreation Redevelopment Master Plan for Lake Tobesofkee

The Invitation for Bids, referenced above, is modified as follows:

1. The bid opening date has been changed from Thursday, December 5, 2024 to Thursday, December 12, 2024, by 12noon.

2. Is the County looking for a firm to both complete a study of what is needed and a masterplan as well as then build and operate the recreation/mixed use facilities?

   Answer: Please refer to the Introduction of the RFP.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

EXHIBIT C



Response for:

Macon Bibb County Government
RFP 25-002-LH
Request for Proposals for Recreation Master Plan and Development

Binder 2

Procurement Department
700 Poplar Street
Macon, GA 31201
December 12, 2024

Binder 2: Conceptual Financial Proposal

The Offeror must submit the following information, arranged in the same order and identified with headings as presented herein. This information will be considered the minimum content of the Financial Proposal.

LOVEJOYCAPITAL

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Full construction and Development Pro Forma	**Page 5**
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Financial Plan and Financial Instruments	**Page 11**
Historical Financials	**Page 12**
Financial Qualifications	**Page 13**

Proposed Deal Structure: The proposed property will be available for redevelopment on a long- term lease basis after the masterplan and build are approved. Firms entering into a ground lease will assume responsibility for any and all expenses incurred. Any firm entering into a ground lease with is subject to the terms and conditions set forth by Macon-Bibb County.

Lovejoy Capital will not ask or request Macon Bibb to assure or guarantee any financial obligations for the loan. Lovejoy Capital will shoulder the financial risk of the investment, operations, and maintenance.

The proposed deal structure is of a Special Purpose Investment Vehicle that will be structured with conventional equity and debt financing (the details are below). The equity contribution consists of Limited and General Partner contribution with debt financing based on the collateralized value of the long-term lease structured with Macon Bibb County. Lovejoy Capital LLC will arrange debt financing primarily with institutional investment firms, such as **Van Dykes Acquisition (please reference Credit Reference Letter)** or similar financial institutions**.**

Lovejoy Capital will take advantage of government loans, tax credits and incentives, and grants. However, the funding and financing of the project is not contingent or dependent upon the success of arranging such funds.

A full construction and development pro forma including budgets, sources and uses and operating cash flows, provided in Microsoft excel format with all formulas editable and intact

Please reference the EXCEL file provided on Thumb Drives.

Updated on:				53	Units
Sources					
Equity		Assum.	Amount	Per Unit	TDC
Public Partner fund	87.99%		$18,794,051	$354,605	61.59%
Lovejoy Capital - Leasehold Valuation	10.53%		$2,250,000		
Lovejoy Capital - Contract Due Diligence	1.47%		$315,000		
Lovejoy Capital- Cash Contribution			$0	$0	0.00%
Equity	70%		$21,359,051	$403,001	70.00%
Debt			$0		
				$0	0.00%
Loan- @	30%		$9,153,879	$172,715	30.00%
8.25%					
TOTAL SOURCES			$30,512,929	$575,716	100.00%

		Assum.	Amount	Per Unit	TDC
Uses:					
LAND COST					
Land Acquisition / Lease Hold			$2,250,000	$42,453	7.37%
			$2,250,000	**$42,453**	
HARD COST		PSF			
Hard Construction Cost		62.74%	$19,145,248	$361,231	62.74%
General Conditions / Landscaping		8.19%	$2,497,500		
Profit		0.00%	$0		0.00%
SOFT COSTS					
Architectural & Engineering Fees		3.67%	$703,250		
Interior Design Consultants		1.86%	$355,750	**Included Above**	
Site Preparation Cost				**Included Above**	
	Geotech			**Included Above**	
	Environmental			**Included Above**	
	Surveying			**Included Above**	
	Appraisal			**Included Above**	
Brand Development & Marketing Strategy			$65,000		
Launch Advertising			$625,000		
Final Loan Origination Cost			$45,699		
Lovejoy Capital Advisory Fee					
Construction Period Origination Cost			$45,004		
Construction Period Interest			$409,315		
Legal Fees			$62,500		
Accounting Fees			$26,250		
FF&E			$1,955,000		
Site Amenities & Support Eqpt.			$307,500		
Travel					
Builder's Risk Insurance			$201,025	**1.05% of Cost**	
JV Partner Management FEE (X Mos)		0.00%			
Turnover & Acceptance Fee				**Included W/ Developer Fee**	
Soft Opening Reserves			$254,500		0.83%
CONTINGENCY					
Hard Cost Contingency		5.00%	$957,262		Updated
Soft Cost Contingency		5.00%	$52,950		
THIRD PARTY DEVELOPER FEE		2.00%	$554,175		

Units		Unit Classification		# of Units		Average Rate/Night		Monthly	Annual
	Lodging	Total Units:		137		Weekday	Weekend/ Holiday		
	Lodging	LandPod Lofts	Medium	4		$275	$305	$21,278	$255,338
	Lodging	LandPod Edens	Large	10		$225	$265	$47,960	$575,515
	Lodging	Honka Vacation		12		$489	$529	$99,848	$1,198,171
	Lodging	Hekipia		8		$189	$215	$28,705	$344,463
	Site	Duck Pond - Tree Pavilions		4		$350	$500	$20,896	$250,750
	Lodging	Arrowhead RV Slips	Arrowhead RV Campground	48		$27	$27	$19,334	$232,011
	Lodging	Arrowhead Tent Spots	Arrowhead RV Campground	6		$25	$25	$1,010	$12,125
	Lodging	Arrowhead Hepikie	Arrowhead RV Campground	4		$189	$215	$12,927	$155,128
	Lodging	Claystone RV Slips	Claystone RV Campground	32		$27	$27	$10,134	$121,608
	Lodging	Claystone Tent Spots	Claystone RV Campground	9		$25	$25	$2,281	$27,375
	Lodging	Claystone Hepikie	Claystone RV Campground	4		$189	$215	$12,927	$155,128
		Online Reservation Fee	Charge					$5,134	$61,606
			Concession Fee					($5,134)	($61,606)
		Resort Fee	Charge					$22,948	$275,377
		Locking Fee						$619	$7,424
		Dog Fee						$9,522	$114,267
		Sales Tax	Sales Tax Collections	4%	GA			$15,383	$184,592
			Sales Tax Concessions	4%	GA			($15,383)	($184,592)
			Sales Tax Collections	3%	Macon-Bibb County			$11,537	$138,444
			Sales Tax Concessions	3%	Macon-Bibb County			($11,537)	($138,444)
			Sales Tax Collections	1%	Special Tax			$3,846	$46,148
			Sales Tax Concessions	1%	Special Tax			($3,846)	($46,148)
		Credit Card & Third-Party-Concession Fee	CC Processing Collection					$14,228	$170,732
			CC Processing Payment					($14,228)	($170,732)
		Macon-Bibb County Revenue Share						($40,449)	($485,390)
		Macon-Bibb County Hotel/ Local Excise Tax	Collections	8%				$30,355	$364,256
			Concessions	8%				($30,355)	($364,256)
		Conservation Preservation FEE							$83,123
				Full Lodging Rental Income				$463,627	$5,563,525
				Lodging Vacancy				($207,222)	($2,486,664)
				Lodging Rental Income	**Average Occupancy**		55.3%		$3,076,861
				Effective Rental Income				$276,868	$3,322,411

				Monthly	Annual
Incidental Sales					
	Lodging F&B			$249,023	$2,988,270
	Lodging Incidentals & Convenience Sales			$181,998	$2,183,970
				$0	
	Macon-Bibb County	Sales Tax Collections		$34,482	$413,779
	Macon-Bibb County	Sales Tax Concessions		($34,482)	($413,779)
		GA tourism Sales Tax Credit		$0	$0
		CC Processing Collection		$16,293	$195,511
		CC Processing Payment		($16,293)	($195,511)
	Subtotal			**$431,020**	**$5,172,240**
Activity Oriented Revenue					
Vehicle Pass	Gate Admissions	Non-Macon Guests		$18,970	$227,644
Vehicle Pass	Gate Admissions	Special Programming		$17,083	$205,000
Vehicle Pass	Gate Admissions	Non-Macon Guests- Annual Pass		$44,264	$531,169
Vehicle Pass	Gate Admissions	Macon-Guests		$14,438	$173,250
Vehicle Pass	Gate Admissions	Special Programming		$13,667	$164,000
Vehicle Pass	Gate Admissions	Macon Residents - Annual Pass		$0	$0
	Adventure Pack	Macon Visitors	Revenue Shared [50% -50% with Sandy Beach]	$88,580	$1,062,960
	Adventure Pack	Non-Macon Residents	Revenue Shared [50% -50% with Sandy Beach]	$539,600	$6,475,200
Site Specific	Activity Revenue	Children Playground Area		$0	$0
		Art Gallery		$0	$0
		Duck Pond Conference Room		$0	$0
	Gate Ticket F&B & Concesssion Sales			$90,250	$1,083,000
	Adventure Pack F&B & Concession Sales			$103,061	$1,236,729
	Special Event Rental F&B			$18,750	$225,000
	Macon-Bibb County	Sales Tax Collections		$78,279	$939,345
	Macon-Bibb County	Sales Tax Concessions		($78,279)	($939,345)
		CC Processing Collection		$36,987	$443,840
		CC Processing Payment		($36,987)	($443,840)
	Macon-Bibb County Revenue share	3 % for Adventure-Based Sales		($18,845)	($226,145)
	Subtotal			**$929,817**	**$11,157,807**
			Effective Other Income	$1,360,837	$16,330,047

OPERATING EXPENSES					
	Hospitality Management Fee				
	Asset Management Fee				
	Administrative				
	Seasonal Staff				
	Seasonal Security Contract				
	Salaries & Benefits				
	Utilities				
	Administrative & Professional Services				
	Repairs & Supplies				
	Property Taxes				
	Insurance				
	Advertising , Marketing - Programming Costs-Legal, Etc.				
	Equipment Lease & Payments				
	Conservation Preservation Fee				
	Subtotal		68.19%	**$1,116,815**	**$13,401,786**
Incidental Costs					
	Lodging F&B				
	Lodging Incidentals & Convenience Sales				
	Hedge Maze				
	Adventure Pack				
	Special Event Rentals				
	Gate Ticket F&B & Concesssion Sales				
	Adventure Pack F&B & Concession Sales				
	Special Event Rental F&B				
	Art Shop Supplies				
	Resident Artist Fee				
	Subtotal			**$312,887**	**$4,504,646**
Replacement Reserves			2.14%	$35,005	$420,059
		Total Operating Expenses	93.25%	$1,527,208	$18,326,490

Please reference the EXCEL file provided for the file and Cash Flow.

Conceptual Project Budget: Provide a high-level construction and development budget, based upon the Proposed Development Plan

Project Investment: $30,512,929.41

Does Not Require from Macon-Bibb:

- No Financial Obligations
- No Indebtedness to any Third - Party Investor

Lovejoy Capital will:

- Shoulder the Financial Risk of the Investment

Customer	Macon-Bibb County	Lovejoy Capital
Project:		Phase 1
		Budget
Hard Cost		$21,395,248.25
General Conditions		$2,497,500.00
FFE & Site Amenities & Support Equipment		$2,262,500.00
Contingency - Hard Cost	5%	$957,262.41
Contingency - Soft Cost	5%	$52,950.00
(A) TOTAL HARD COSTS		$27,165,460.66
Soft Costs		
Architectural & Engineering		$703,250.00
Interior Design Consultants		$355,750.00
Market Study		$65,000.00
Production Budget/ Marketing/ Branding		$625,000.00
Property Tax	N/A	
Professional Advisory Fees (Legal, Accounting, etc.)		$88,750.00
(B) Total Soft Costs		$1,837,750.00
(C) TOTAL DIRECT COSTS (A + B)		$29,003,211
Third Party Developer Fee	2%	$554,175.09
Lovejoy Capital Profit	0%	$0.00
TOTAL PROJECT COST		$29,557,385.75
Other Costs:		
Commissioning/ Turnover		$0.00
Builder's Risk Insurance		$201,025.11
Soft Opening Reserves		$254,500.00
Construction Period Capitalized Interest:		$500,018.56
TOTAL PROJECT INVESTMENT		$30,512,929.41

Financial Plan and Transactional Instruments

Offerors shall provide a description of its strategy for financing the project on a long-term basis including anticipated financing costs, discussion of the risks and benefits of the structure, long term outlook for project financial viability, and why this strategy is the most advantageous for the County. Proposals will address timing for execution of financing, and financing closure.

Any proposal must address and demonstrate that any financing shall be secured only on ground leasehold interest; there shall be no financing on the County's interest fee. The agreement shall present no cost or risk to the County.

Lovejoy Capital has developed preliminary financial models and projections that were the basis for the initial due diligence. The variables and factors for the financial models provided evaluation considerations deemed with investment perimeters by qualified institutional and private investors. Lovejoy Capital has communicated with a third-party investment firm, **Van Dykes Acquisition (https://vdacq.com/about-us),** for preliminary assessment and interest. The firm specializes in Distressed Private Equity, Specialty Lending, and Turnaround & Restructuring.

Positive feedback and interest have provided for further preliminary interest from other private investment firms such as Arnold Meyers Asset Management (https://www.arnoldmeyer.com/about). The firm specializes in the Midwest (Michigan, Ohio, Illinois, Indiana, Missouri, and Kentucky) as well as of Florida and Georgia. The firm specializes in individual assets of up to $15 million or up to $100 million for portfolio investments. The current portfolio is 1 million square foot.

Private investment firms would provide capital as equity partners and of select debt investment with the primary bulk of debt financing being arranged from banking institutions. Initial dialogue for arranging Private Public Partnership (P3) lend-lease municipal based lending has been discussed with **AXIOS Bank** as well as **TRUIST Bank** or of **Zion Bank** and others with feedback of initial interest.

The partners of William Murphy Talmadge and Robert Han have experience in working with such projects and type of financial investors.

David Dove of **Troutman Pepper** has been engaged to work through the legal complexities of Master Plan and Public Private Partnership legal structuring. Additionally, Laura Benz has been engaged to provide for any Environmental consideration as well.

The project approach is advantageous for Macon Bibb County for providing private capital to Develop, Construct, Manage, and Operate assets to the full potential that would provide:

1. Positive social impact:
The previously written introduction for Lovejoy Capital at Lake Tobesofkee will have a positive social impact by creating opportunities for the local community. It will provide

employment opportunities, both during the construction phase and after completion, which will contribute to the economic well-being of the residents. Additionally, the development of Lovejoy Capital will create a new recreational space for the community, offering activities such as boating, fishing, hiking, and picnicking. This will enhance the quality of life for the residents and provide a place for families and friends to bond and enjoy nature together.

2. Positive economic impact:
The introduction for Lovejoy Capital at Lake Tobesofkee will have a positive economic impact on the local area. The development will attract visitors from outside the community, boosting tourism and increasing spending in local businesses such as hotels, restaurants, and shops. This influx of visitors will stimulate the local economy and create new business opportunities. Additionally, the construction of Lovejoy Capital will generate jobs for local workers and contractors, further contributing to the economic growth of the region.

3. Positive environmental impact:
The previously written introduction for Lovejoy Capital at Lake Tobesofkee will have a positive environmental impact by promoting conservation and preservation of natural resources. The development will incorporate sustainable building practices, such as using eco-friendly materials and implementing energy-efficient systems. It will also prioritize the protection of the lake and its surrounding environment, ensuring that the natural beauty and ecological balance are maintained. Lovejoy Capital will provide educational opportunities for visitors and residents to learn about the importance of environmental stewardship and the preservation of the ecosystem.

Macon Bibb County is not required, asked, or committed to provide capital or expand internal resources, time, and manpower to outdoor hospitality that could be provided by the private sector. Lovejoy Capital can bridge:

- Investments to upgrade and maintain current premises
- Expand and provide world class attractions and amenities at no cost to the taxpayers or stakeholders
- Provide industry expertise
- Unconstrained excitement to seek world class professionals and consultants with expertise of amenities that would attract visitors and generate revenue
- Efficiency of industry practice

The speediness and timeliness for the project financing will be of utmost importance to Lovejoy Capital and would be a constant process of project feasibility analysis with third-party institutions.

Historical Financials
Copies of Developer's audited financial statements for the past three fiscal years.

Response: Lovejoy Capital was founded in 2024 and thus will not have any past financial statements audited.

Financial Qualifications

Statements regarding the Developer's financial creditworthiness and past development experience which can be verified, including the names and addresses of at least three (3) commercial or institutional credit references and a letter authorizing each credit reference to respond to inquiries.

Response: Conestoga Wagons
SG Contracting
Van Dykes Acquisition

----------End of Document----------

Attachment "A"
Required Submission Documents

Macon-Bibb County
Summary of Attachment "A" Required Documents

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit

Instructions and additional information regarding the three forms below can be found on our website under the Procurement Department Documents tab if needed.

- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: Lovejoy Capital LLC

Address: 312 Sycamore Street, Decatur, GA 30030

When Organized: 02/13/2024 Where Incorporated: 02/13/2024

How many years have you engaged in business under the present firm name? 0

Credit available for this contract? Yes

Contracts now in hand? 3

Has bidder ever refused to execute a contract at the original bid amount? No

Has bidder ever been declared in default on a contract? No

Comments: The company is newly formed entity of experienced professionals in their respective fields with over 100+ years of experience combined

Company Name: Lovejoy Capital LLC

Authorized By (typed name): William Murphy Talmadge

Authorized Signature: [signature]

Title: Managing Partner Date: 12/11/24

References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
Providence Canyon Ranch	Stewart County, GA	Doug Stoner	678-283-4201
Cussetta-Chattahoochee County	Chattahoochee Cunty	Laura Lee Bernstein	229-815-9809
City of Atlanta	Atlanta, GA	Suchin Shailendra	404-597-5170

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

11th DAY OF December, 2024

Emily Allred
Notary Public

My Commission Expires: 10/17/2026

[NOTARY SEAL]

EMILY ALLRED
NOTARY
PUBLIC
CLAYTON COUNTY, GEORGIA

Attachment "A"
Required Submission Documents

LIST OF SUB-CONTRACTORS

I do ☑, do not ☐, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

NAME/ADDRESS	TYPE OF WORK	% of Contract
SG Contracting (1760 Peachtree St NE, Atlanta, GA 30309)	General Contractor	TBD
Maze Maker (the Maze House, Durweston, Dorset, UK, DT11 0QA)	Professional consultant	TBD
Beanstalk Builders (PO Box 8357 Morganton, NC 28680)	General Contractor and professional consultant	TBD
clockwork (423 Delaware St, Kansas City, MO, 64106)	Architecture Firm	TBD
Cooper Carry (191 Peachtree St, #2400, Atlanta, GA, 30303)	Architecture and Master Plan Consultant	TBD
Troutman Pepper (600 Peachtree St NE, Atlanta, GA)	Legal and P3 advisory services	TBD
Lara W. Benz, LLC (19 W. Broad Street, Newman, GA 30263)	Legal and environmental consultants	TBD
Conestoga Wagons (46 East 2nd North, Bloomington, ID 8223)	supplier	TBD
Others as dependent upon Scope of Work that will be finalized		

William Murphy Talmadge
Contractor Name

Attachment "A"
Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

I do ☑, do not ☐, propose to employ the minority sub-contractors as listed below on some of the work on this project.

NAME/ADDRESS	TYPE OF WORK	% of Contract
To Be Determined in coordination with Macon Bibb		
Lovejoy Capital is committed to meeting such goals and scope		
will be based on finalized project and qualifications of		
interested minority contractors		
SG Contracting is a qualified minority contractor.		

William Murphy Talmadge
Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☑ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☑ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation. Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: Lovejoy Capital LLC

Authorized By (typed name): William Murphy Talmadge

Authorized Signature: [signature]

Title: Managing Partner Date: 12/11/24

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11th DAY OF December, 2024 My Commission Expires: 10/17/26

Emily Allred
Notary Public

[NOTARY SEAL]

EMILY ALLRED
NOTARY PUBLIC
CLAYTON COUNTY, GEORGIA

Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

☑ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: Lovejoy Capital LLC

Authorized By (typed name): William Murphy Talmadge

Authorized Signature: W. Murphy Talmadge

Title: Managing Partner Date: 12/11/24

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11th DAY OF December, 2024 My Commission Expires: 10/17/26

Emily Allred
Notary Public

[NOTARY SEAL]

EMILY ALLRED
NOTARY
PUBLIC
CLAYTON COUNTY, GEORGIA

Attachment "A"
Required Submission Documents

Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this 12 day of December, 2019.

Signature of Contractor: [signature]

Title: Managing Partner

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

NON COLLUSION AFFIDAVIT

Date:	12/15/2024
Project:	Bibb County, Georgia
Project #:	RFP-25-002-LH
Project Description:	Request For Proposals For Recreation Master Plan and Development
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, William Murphy Talmadge having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor: William M. Talmadge

(Signature) (Seal)

Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY
Vendor Application

Date Submitted: 12-2-2024

[X] New Application [ ] Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550
Fax: 478-751-7252
Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION			
Company Name:	LOVEJOY CAPITAL LLC		
Company Address:	312 SYCAMORE STREET, DECATUR, GA 30030		
Authorized By (Name):	WILLIAM MURPHY TALMADGE		
Title:	MANAGING PARTNER		
Authorized Signature:	[signature]	Date:	12/16/24
Telephone Number:	404-783-9680	Fax Number:	404-458-4095
Email Address:	MURPHY@LOVEJOY.CAPITAL		

REMITTANCE INFORMATION (where payments should be sent)				
Remit to Name:	SAME AS ABOVE			
Remit to Address:				
Phone:	Fax:		Toll Free:	
Contact:	Email:			
Business Type (choose one):	[ ]	Individual/Sole Proprietor	[ ]	Single member LLC
	[ ]	Business - incorporated	[ ]	Business - not incorporated/partnership
	[X]	LLC: (C) S P (circle one)	[ ]	Other (Specify):
Social Security #:		Federal Tax ID #:	93-3201510	

PURCHASE ORDER INFORMATION (where purchase orders should be sent)		
Purchase Order Name:		
Purchase Order Address:		
Phone:	Fax:	Toll Free:
Contact:	Email:	
Payment Terms: Discount %	# Days	Net Due
Freight Terms: Ship Via		FOB

E-Verify Information

Private Employer Affidavit is attached :
With E-Verify # _____ With E-Verify exemption selected _____

Contractor Affidavit is attached: (additional affidavit, if applicable)
With E-Verify # _____ Without E-Verify # but a copy of my driver's license is attached since I have no employees and no intent to hire employees _____

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____
Woman Owned _____ Disabled _____ Veteran _____ Not Applicable _____

Do you maintain a local office in Macon-Bibb County? Yes _____ No _____

Attachment "A"

Required Submission Documents

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
LOVEJOY CAPITAL LLC

2 Business name/disregarded entity name, if different from above
LOVEJOY CAPITAL LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
312 SYCAMORE STREET

Requester's name and address (optional)

6 City, state, and ZIP code
DELAWARE PA 30030

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
9 9 - 3 7 0 1 5 1 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 12/12/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: Lovejoy Capital LLC

SECTION 1 (Choose ONE of the following)

(A) ☒ On January 1 of the below-signed year, the individual, firm, or corporation employed **ten (10) or less employees. (Proceed to Section 3)**

(B) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **more than ten (10) employees** and has registered with the E-Verify program. **(Proceed to Section 2)**

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number: _____

Date of Authorization: _____ **(Proceed to Section 3)**

SECTION 3

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Dec, 11th, 2024 in Forest Park (city), GA (state)

Printed Name of Authorized Officer or Agent: William Murphy Tolbert

Title of Authorized Officer or Agent: Managing Partner

Signature of Authorized Officer or Agent: [signature]

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 11th DAY OF December, 2024

Emily Allred
NOTARY PUBLIC
My Commission Expires: 10/17/2026

EMILY ALLRED NOTARY PUBLIC CLAYTON COUNTY, GEORGIA

VAN DYKE
ACQUISITIONS

239-427-3755
david.bates@vdacq.com
3200 Bailey Ln, Naples, FL 34105

December 4, 2024

To Whom It MayConcern,

This letter serves to authorize Macon Bibb County to contact us as it relates to William Murphy Talmadge and Lovejoy Capital LLC.

The relationship has existed since 2016 or over eight years. He has been a qualified investor and has met his financial obligations for the capital to draw requirements on select private investments. The relationship has matured in which Van Dyke has made strategic business relationship and investment within the portfolio of investment companies managed by William Murphy Talmadge.

This letter also serves to authorize Murphy Talmadge as a representative of Van Dyke Acquisition with the purpose of viewing and negotiating investment opportunities nationwide on our behalf, specifically for the development of outdoor resorts, RV parks, and related projects. Murphy Talmadge has the full authority to engage in discussions, make preliminary assessments, and conduct due diligence acting with the best interests of our strategic objectives.

Note that while he is authorized to negotiate, all final purchase decisions will require approval from the executive team at Van Dyke Acquisitions. For any further information or clarification, please contact me directly at 239-428-9074 or david.bates@vdacq.com.

Thank you for your cooperation.

Sincerely,

David Bates
Chief Financial Officer

David Bates

December 6, 2024

To Whom It May Concern,

Re: Credit Reference and Project Reference (City of Atlanta)

I have known Robert Han for over ten years from his time as Lead Project Developer at NORESCO for Georgia Department of Corrections; City of Atlanta Watershed Department; City of Atlanta Aviation Department. SG Contracting has served as the Prime General Contractor on the above projects. Georgia Department of Corrections was statewide for five penitentiary facilities including but not limited to Georgia Diagnostic Classification Prison, Arrendale State Prison, and Georgia State Prison. The projects were structured as guaranteed energy savings performance contract that required due diligence and third-party reviews. Total projects size were in excess of $115 million and were Tax Exempt Lease financed with utility incentives and government incentives and credits.

I have personally known William Murphy Talmadge for over twenty years. I have known him through his career and development with the reformation of Lovejoy Capital in 2024, which was of the Lovejoy Group or their family investment holding company. We have personally invested with his family and then with him in land and real estate projects ranging from raw land, single home residences, multi-home complexes, subdivisions, and lodging properties.

Please contact me at my mobile of 404-597-5170 or via email of sachin@sgcontractinginc.com for any information as it relates to

Sincerely,

Sachin Shailendra
President
SG Contracting

CONESTOGA
Wagon Co.

December 6, 2024

To Whom It May Concern,

Re: Credit Reference and Project Reference (Providence Canyon Ranch)

Conestoga Wagon Co. is a supplier to Lovejoy Capital LLC for the Providence Canyon Ranch project in Lumpkin, Georgia. They have committed to purchase lodging units for approximately $725,000. They have met the payment terms to be current.

I have known Robert Han and Murphy Talmadge personally for nearly three years. I have also known Lovejoy Capital from its formation and became involved as a team member, partner.

Please contact me at my mobile of 307-277-0525 or via email of Jason@cwagons.com.

Sincerely,

Jason Olson
President
Conestoga Wagon Co.

United Government of Cusseta-Chattahoochee County
1659 Carter Avenue
Columbus, GA 31906

December 10, 2024

Macon Bibb County
Macon-Bibb City Hall
700 Popular Street, suite 308
Macon, Georgia 31201

Cusseta - Chattahoochee County ESPC Project

To Whom It May Concern,

I first met Robert Han when he was the Lead Project Developer for the guaranteed energy savings performance contract project for the Unified Government of Cusseta-Chattahoochee County (GA). The project was financed with Tax Exempt Lease Bonds and with buydown funds of U.S. Federal Rural Development Opportunity Fund for providing high speed internet in the community. Additional funds were from enhanced revenue from improvements to the wastewater facilities. Our community was the first to establish a government-owned internet utility for the community that did not exist. The project consisted of addressing needed infrastructure, improvements in terms of revenue-enhancement initiatives, and development of a Master Plan for the Rails to Trail development. The latter was for integration into the walking trail that connects Columbus to Fort Moore, and then to our community.

I authorize Macon Bibb County to contact me as it relates to being a reference via (mobile) 229-815-9809 or email at bertsteinlaralee@gmail.com

With Regards,

Laura Lee Bernstein
Former County Manager
Unified Government of Cusseta-Chattahoochee County

LD Squared, Inc.
3300 Pinetree Drive
Symrma, GA 30080

December 10, 2024

Macon Bibb County
Macon-Bibb City Hall
700 Popular Street, suite 308
Macon, Georgia 31201

Providence Canyon Ranch Project Reference

To Whom It May Concern,

I authorize Macon Bibb County to contact me as it relates to being a reference for Providence Canyon Ranch LLC and the current construction project in Stewart County, Georgia. You may also ask about our family and my relationship as it relates to William Murphy Talmadge personally and of Lovejoy Capital LLC.

Our family is the Limited Partner investor on Providence Canyon Ranch LLC. Mobile number is 678-283-4201 and email is doug.stoner@gmail.com

With Regards,

Doug Stoner
President
LD Squared, Inc.

EXHIBIT D

INTERIM AGREEMENT

This definitive Interim Agreement (an "**Agreement**"), is entered into on this _____ date of _____, 2026 (hereinafter "Effective Date") between Lovejoy Capital LLC, a Georgia limited liability company ("**Lovejoy**") and Macon-Bibb County, Georgia, a consolidated county and municipal government corporation chartered and existing under the laws of the State of Georgia ("**Consolidated Government**"), (individually as "**Party**" and collectively as "**Parties**") is executed in anticipation of entering a Comprehensive Agreement as defined below pursuant to the Public-Private Facilities and Infrastructure Act of 2015 (O.C.G.A. § 36-91-110 *et seq*.) (the "PPFIA")which provides a process for local governments to partner with private entities for the development of a wide range of projects for public use. The Consolidated Government adopted the Public-Private Facilities and Infrastructure Act of 2015(Macon-Bibb County Ordinance § 19-17), (the "**Ordinance**") in accordance with the Georgia code.

WHEREAS: The Consolidated Government owns certain real property (to be referenced as the Lake Tobesofkee Recreation Area) in the county of Bibb, Georgia (the "**Premises**") as described in Exhibit A.

WHEREAS: Lovejoy seeks to lease certain portions of the Premises to develop, construct and operate a multifaceted recreational and leisure destination (the "**Project**"), as generally described in an Unsolicited Public-Private Partnership (P3) Proposal (No. PRP0001) submitted by Lovejoy on or about June 9, 2024, (the "**Proposal**") pursuant to the PPFIA.

WHEREAS: The Consolidated Government issued a Request for Proposals for Recreation Master Plan and Development on August 19, 2024, with an original due date of December 5, 2024. The response deadline was extended to December 12, 2024.

WHEREAS: Following the review and analysis of the Proposal, the Consolidated Government determined it contained sufficient information for meaningful evaluation, and the Proposal serves the public purpose of the PPFIA.

WHEREAS: Lovejoy will incur substantial cost through the engagement of professional services for the planning and development, design, engineering, environmental analysis, and other provisions related to conducting due diligence and feasibility studies for the Project prior to the execution of the Comprehensive Agreement, requiring consideration.

WHEREAS: Pursuant to the Ordinance, the Parties may enter into an Interim Agreement providing for project planning and development, design, engineering, environmental analysis and other provisions related to development of a project prior to the execution of a Comprehensive Agreement.

NOW, THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Term: The term of this Interim Agreement shall be twelve (12) months.

Comprehensive Agreement:

The Comprehensive Agreement shall be negotiated at the appropriate time by the Parties in good faith. The scope of the Comprehensive Agreement shall meet terms as contemplated by the Ordinance for the development, operation, and management of the Project. The Comprehensive Agreement shall substantially contain such provisions as outlined by the Ordinance.

The term of the Comprehensive Agreement shall be twenty-five (25) years from the Commencement Date, with the option to renew for up to two additional ten (10) year terms. The renewal options shall be exercised only by the written mutual agreement of the Parties, and may be executed only in the calendar year preceding the expiration of the term of the Comprehensive Agreement. The Commencement Date of the Comprehensive Agreement shall occur after the completion and acceptance of the construction for the Project, which shall occur within twenty-four (24) months from the Effective Date of this Interim Agreement.

The Comprehensive Agreement shall be subject to the approval of a Lease Agreement between the Consolidated Government and Lovejoy for the Premises, and the Lease Agreement shall have the same term as the Comprehensive Agreement ("**Lease**"). The consideration for the Lease shall be approximately $30.512 million investment by Lovejoy for Project development expenditures mutually agreed upon by the Parties and memorialized in the Comprehensive Agreement.

Payments to the Consolidated Government under the Comprehensive Agreement shall be in the form of revenue sharing on lodging and select amenities at the Project.

Approvals:

The parties acknowledge that all agreements, including but not limited to, this Interim Agreement, the Comprehensive Agreement and the Lease Agreement will be subject to review, comment, and approval by the Consolidated Government.

Financing and Consideration:

All due diligence, pre-development, development, and construction expenses shall be paid by Lovejoy. If the Consolidated Government terminates this agreement or otherwise does not proceed with the Comprehensive Agreement, the Consolidated Government is not responsible for Lovejoy's costs. However, should the Consolidated Government request generated work product or development documents, for the Consolidated Government shall reimburse Lovejoy its reasonable out-of-pocket costs incurred directly as a result of the project, up to a maximum of $500,000.00 (the "**Development Cost**") for such products and/or documents. Such reimbursement shall be contingent upon Lovejoy providing detailed invoices and supporting documentation for all claimed expenses.

Due Diligence

The Consolidated Government shall grant Lovejoy access to the Premises to investigate and inspect (at Lovejoy's sole cost and expense) the legal,

physical, economic, and environmental condition of the Premises, and the suitability of the Premises for the intended use.

The Consolidated Government shall provide to Lovejoy for its review, all information and documentation regarding the Premises which is in the possession or control of the Consolidated Government.

The Consolidated Government shall inform appropriate consultant(s), outside architectural and engineering firms, utility providers, outside promotion and concession third parties providing current services to Premises, and financial institutions that Lovejoy has been engaged to work on their behalf that shall allow for communication with or without the presence of Consolidated Government officials. Lovejoy shall be entitled to receive pertinent information from such consultant(s), outside architectural and engineering firms, utility providers, outside promotion and concession third parties needed for due diligence of the Project.

Any on-site inspections, such as a Phase 1 Environmental Site Assessment ("Phase 1 ESA") of the Premises shall occur at times agreed on by the Parties after prior written notice and shall be conducted so as not to unreasonably interfere with the use and operation of the Premises. If Lovejoy desires to do any testing at the Premises that physically disturbs or penetrates the ground, vegetation, or existing natural features in order to obtain information about the Premises, Lovejoy shall prepare and submit to the Consolidated Government for its approval a written Environmental Impact Analysis ("EIA"). The EIA shall: (1) identify and assess any potential environmental impacts associated with the proposed inspection activities, including but not limited to effects on soil, vegetation, wildlife, water resources, cultural or archaeological materials, and any known hazardous conditions; (2) describe all proposed inspection methods, equipment to be used, access routes, and any ground-disturbing or invasive activities; (3) specify mitigation measures Lovejoy will implement to avoid, minimize, or remediate potential environmental impacts if needed based on the analysis; (4) comply with all applicable laws, regulations, and permitting requirements governing environmental protection and site disturbance. Only after receiving prior written approval of the EIA from the Consolidated Government, which shall not be unreasonably withheld, may Lovejoy proceed with any such invasive testing of the Premises. Lovejoy shall also deliver insurance certificates to the Consolidated Government evidencing that Lovejoy carries and maintains such general liability insurance with coverage amounts of no less than $2,000,000 per occurrence and $5,000,000 in aggregate. Additionally, Lovejoy shall maintain workers' compensation insurance and any other insurance required by law or deemed necessary by the Consolidated Government to protect against potential liabilities arising from the Project. Lovejoy agrees to repair all damage to the Premises that results from Lovejoy's inspections promptly after the inspections are completed, and Lovejoy shall return the Premises, as near as practical, to a condition at least as good as before

the tests or inspections began. Lovejoy agrees to indemnify Consolidated Government against all demands, claims, actions or causes of action that result from Lovejoy's investigations of the Premises, including reasonable attorney fees and other costs Consolidated Government incurs in any lawsuit.

Feasibility:

For effective and timely development of feasibility studies, within thirty (30) days of the Effective Date of this Agreement, both Parties shall agree to: (1) a Project communication protocol and a Project schedule that will describe the individuals from each Party who shall participate in feasibility studies, their nature of their participation, as well as the frequency and nature of communication between the Parties; and, (2) a Project development schedule to provide a summary and status of deliverables to be performed. The Project shall encompass the development, construction, and operation of a multifaceted recreational and leisure destination at the Premises. Lovejoy shall provide a detailed project plan, including architectural designs, engineering specifications, environmental impact assessments, and a timeline for completion. The Consolidated Government and Lovejoy shall agree on specific deliverables and performance metrics to ensure the Project meets the intended objectives and public use requirements.

Lovejoy shall provide the Consolidated Government with regular progress reports regarding feasibility study activities.

Lovejoy shall provide the Consolidated Government a final written report (the "**Final Report**") which shall include analysis regarding the advantages and disadvantages of entering a Comprehensive Agreement for the Project, including a statement of Lovejoy's preference for proceeding with the development of the Project, along with the following: (1) proposed product, service, and accommodations offerings;(2) pricing structure for all paid elements; (3) proposed staffing levels and wages; (4) plan drawings showing the proposed locations and orientations of all facilities; (5) identification of existing facilities to be modified or eliminated and existing facilities to be left intact; (6) details concerning the expected useful life of all features and facilities to be installed or modified, as well as for facilities which Lovejoy proposes to operate under the Comprehensive Agreement (7) proposed Operating Schedule; (8) proposed Revenue Sharing Plan with the Consolidated Government; (9) construction timeline and projected opening date; (10) an addressing of public comments received during the presentation held at Lake Tobesofkee on May 8, 2025.

The Final Report shall further describe the steps and estimated cost to remove any new facilities constructed under the Comprehensive Agreement upon termination of the Comprehensive Agreement, and the restoration of the sites of each of those facilities back to grade consistent with their surroundings. The Comprehensive Agreement shall provide that, upon its termination, the County shall have the option to require Lovejoy to remove any or all facilities, modifications, personal property, or construction that

Lovejoy caused to be placed on the Premises, and the County shall have the option to assume full ownership and control of any or all such facilities, modifications, personal property, or construction that is affixed to the land or to any structure thereon, or unaffixed personal property that is otherwise not removed by Lovejoy within thirty (30) days following termination.

Lovejoy will transfer such Final Report documents for the use of the Consolidated Government. The Consolidated Government shall not be responsible for reimbursement of the costs to prepare the documents unless the Consolidated Government terminates or otherwise does not proceed with the Comprehensive Agreement. The Consolidated Government may not use the documents for any other purpose outside of evaluating the advantages and disadvantages of entering the Comprehensive Agreement

Within 60 days of receiving the Final Report and subject to Commission approval, the Consolidated Government shall provide a nonbinding written notice to Lovejoy of whether it intends to accept the Project pursuant to the notice provisions of the Interim Agreement.

Exclusivity:

Lovejoy shall be the exclusive lessee of the Premises for development or redevelopment purposes during the term of this Interim Agreement. The Consolidated Government shall not enter into or continue any discussions or negotiations or solicit proposals from any other party for the lease of the Premises for development or redevelopment purposes during the term of this Interim Agreement. However, the Consolidated Government reserves the right to explore other offers for development or redevelopment purposes if Lovejoy fails to meet agreed-upon milestones or if more advantageous proposals are presented, provided that Lovejoy is given a right of first refusal to match any such proposal. Notwithstanding this provision, nothing in this Interim Agreement shall prohibit the Consolidated Government from leasing campsites, RV sites, pavilions, or other recreation areas to individuals or groups for recreational or leisure use, or for any other use besides development or redevelopment of facilities at any time. The Consolidated Government shall not use documents prepared by Lovejoy consisting of the Final Report, even if they have been transferred under the terms of this agreement, to complete development and redevelopment if Lovejoy remains in compliance with all agreed-upon milestones.

Disclosure:

Any public announcement or disclosure with respect to the Project shall be coordinated by the Parties. To the extent permitted by applicable law, the parties shall maintain the confidentiality of the terms and conditions of this Interim Agreement, which obligation shall be binding upon both parties and shall survive the expiration or termination of this letter of intent. However, the Consolidated Government shall comply with public transparency

requirements, including the Georgia Open Records Act, and may disclose information as required by law.

Independent Contractor: The Parties understand and agree that Lovejoy, in performing its obligations under this Interim Agreement and any Comprehensive Agreement, shall be deemed an independent contractor and not an agent, employee, or partner of the Consolidated Government.

Notice: All notices and demands by either party to the other shall be given in writing and sent by a nationally recognized overnight courier or by United States certified mail, postage prepaid, return receipt requested, and addressed as follows, or via email at the email addresses set forth below:

To: Macon-Bibb County Government
Attn: Lester Miller, Mayor
700 Popular Street
Macon-Bibb County Government
miller@maconbibb.us

with a copy to: Michael J. McNeill, Chief Assistant County Attorney
700 Popular Street, P.O. Box 247
Macon-Bibb County Government
mmcneill@macon.bibb.us

To Lovejoy: Lovejoy Capital LLC
Attn: Murphy Talmadge, Managing Partner
312 Sycamore Street
Decatur, GA, 30030
Email:_____

with a copy to: Troutman Pepper Hamilton Sanders LLP
Attn: David Dove, Esq.
600 Peachtree Street SE, Suite 3000
Atlanta, Georgia 30308
Email: david.dove@troutman.com

Modifications: This Agreement may only be amended, modified, or supplemented by written agreement signed by both Parties. Any proposed amendment shall be submitted in writing to the other Party, and the Parties shall negotiate in good faith to reach a mutually acceptable agreement. No amendment shall

be effective unless it is executed by both Parties and expressly states that it is an amendment to this Agreement.

Severability: If any provision of this Interim Agreement is determined to be superseded, invalid, illegal, or otherwise unenforceable, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of this Interim Agreement, which shall remain in full force and effect as if the unenforceable provision or part were omitted.

Successors and Assigns: Except as expressly provided, all the terms, covenants and conditions hereof shall be binding upon and incur to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment or transfer without such consent shall be null and void. The Parties agree that any assignment or transfer shall be subject to mutual agreement and shall not be unreasonably withheld, conditioned, or delayed. This clause shall ensure that the rights and obligations under this Agreement remain with the original Parties unless both Parties agree otherwise in writing.

Time of the Essence: Time is of the essence of this Interim Agreement.

Entire Agreement: This Interim Agreement, which shall be deemed to include the Unsolicited Bid Proposal received by the Consolidated Government from Lovejoy, which is attached hereto as Exhibit B ("Exhibit B"), contains the entire agreement of the Parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the Parties that this Interim Agreement alone sets forth the terms on which the Parties have mutually agreed.

Should there be any conflict between the terms and conditions of this Interim Agreement and the terms and conditions of any other document, the terms and conditions of this Interim Agreement shall control as it relates to the Parties rights and responsibilities.

Legal Compliance: Both Parties shall take all necessary actions to ensure that this Interim Agreement complies with all applicable laws, including the PPFIA.

In the event any dispute arises related to this Agreement, the Parties agree to first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiations within thirty (30) days, the

Parties agree to submit the dispute to mediation administered by a mutually agreed-upon mediator.

The terms of this Agreement shall be construed according to the laws of the State of Georgia.

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil disturbances, governmental actions, natural disasters, or any other events that are unforeseeable and unavoidable ("Force Majeure Event"). The affected Party shall notify the other Party in writing as soon as practicable of the occurrence of a Force Majeure Event and shall use all reasonable efforts to mitigate the effects of such event on the performance of its obligations under this Agreement.

Either Lovejoy or the Consolidated Government may with or without cause, upon written notice to the other party, terminate discussions or negotiations at any time. Upon termination, the Parties shall be released from all obligations under this Agreement, except for those obligations that expressly survive termination. Termination shall not affect any rights or remedies that have accrued prior to the effective date of termination.

Notwithstanding any written or verbal communication(s) or series of communications to the contrary, the parties shall not be deemed to have entered into the Comprehensive Agreement unless and until (i) the terms and conditions of a Comprehensive Agreement have been fully negotiated by Lovejoy and the Consolidated Government, (ii) Lovejoy and Consolidated Government have formally approved the terms and conditions of the Comprehensive Agreement and have approved the execution of a formal document intended to evidence the same, and (iii) both Lovejoy and the Consolidated Government have fully executed and delivered a binding Comprehensive Agreement.

IN WITNESS WHEREOF the undersigned have executed this Interim Agreement.

MACON-BIBB COUNTY GOVERNMENT

By:_____

Title: _____

Date: _____

LOVEJOY CAPITAL LLC, a Georgia corporation

By:_____

Title: _____

Date: _____

EXHIBIT A

DESCRIPTION OF THE PREMISES

Lake Tobesofkee Recreation Area

Name	**Address**	**Bibb County Tax Parcel ID**
SANDY BEACH WATER PARK 1	**6950 MOSELEY DIXON RD**	**H008-0385**
SANDY BEACH WATER PARK 2	**6890 MOSELEY DIXON RD**	**H0080016**
CLAYSTONE PARK	**6600 MOSELEY DIXON RD**	**H0080014**
ARROWHEAD PARK	**100 COLUMBUS RD**	**G0080039**
FLINTROCK PARK	**6470 STAPLETON ROAD**	**I0080232**
DUCK POND	**MOSELY DIXON ROAD (REC. AREA E)**	**TOBO0001**



Lake Tobesofkee Arrowhead Park



Lake Tobesofkee Claystone Campground



Lake Tobesofkee Duck Pond



Sandy Beach Water Park

