



Agenda
City of Bainbridge, Georgia
Regular Session - Mayor and City Council
December 20, 2022, 6:30 p.m. - City Council Chambers



- I. INVOCATION and PLEDGE TO THE FLAG
- II. APPROVAL OF MINUTES OF REGULAR SESSION – November 15, 2022
- III. RECOGNIZE VISITORS AND DELEGATIONS
- IV. PROCLAMATION
- V. RESOLUTION – CDBG DISASTER RELIEF
- VI. PUBLIC HEARING – AMENDMENT TO PARKS AND RECREATION ORDINANCE
- VII. CONSIDERATION OF PARKS AND RECREATION ORDINANCE
- VIII. CONSIDERATION OF ALCOHOLIC BEVERAGE LICENSE APPLICATION RENEWALS
- IX. CONSIDERATION OF PLANNING COMMISSION RECOMMENDATIONS
- X. CONSIDERATION OF LEASES – *RDK Assets, Inc. dba RDK Truck Sales*
- XI. SPECIAL PRESENTATION – JEREMY EMMETT
- XII. SPECIAL PRESENTATION – CITY ATTORNEY TOM CONGER
- XIII. CONSIDERATION OF LEASE TRANSFER
- XIV. CONSIDERATION OF DEED TRANSFER
- XV. CLOSED SESSION – LEGAL

Bill:

1. Georgia Municipal Association
2023 Workers Comp Estimated Annual Premium
Atlanta, GA \$285,436.00

Bid:

1. Hawkins, Inc.
Liquid Chloride, Liquid Sulfur Dioxide and Hydrofluosilicic Acid
Apopka, FL \$73,843.50

MINUTES
CITY OF BAINBRIDGE, GEORGIA
TUESDAY, NOVEMBER 15, 2022
6:30 P.M.

PRESENT: MAYOR EDWARD REYNOLDS, PRESIDING

COUNCIL MEMBERS: GLENNIE BENCH, KREGG CLOSE, ROSLYN PALMER,
SYLVIA WASHINGTON, PHIL LONG AND DON WHALEY

CITY STAFF: ASSISTANT CITY MANAGER ROY OLIVER, ALLIE
GODWIN, LISA TAYLOR, STEVE O'NEIL, GABE
MENENDEZ, BEVERLY ALLEN, TAMMY WHITE, AND
PUBLIC SAFETY DIRECTOR FRANK GREEN.

GUESTS: TOM CONGER, PAUL FRYER, ETHAN REDDISH, BRUCE
KIRBO, MASHAWN MENDEZ, BARBARA SMART,
MICHELLE ODGEN, AND KENNETH JACKSON.

ABSENT: NONE

INVOCATION AND PLEDGE TO THE FLAG

Councilman Whaley gave the invocation and all those assembled pledged allegiance to the flag.

APPROVAL OF MINUTES

Upon a motion offered by Councilwoman Palmer and seconded by Councilwoman Bench, the Council voted 6-0 to approve the minutes from the October 18, 2022, City Council meeting as presented.

RECOGNIZE VISITORS AND DELEGATIONS

Mayor Reynolds opened the floor for anyone who wish to speak on an item that was currently not on the agenda. Ms. Michelle Odgen of 709 Burgess Street came forward to express her concerns regarding trash along Scott Street, dump trucks using Burgess and Love Streets as well as vehicles speeding throughout her neighborhood. Mayor Reynolds thanked Ms. Odgen

and asked if anyone else wanted to speak on an item that was currently not on the agenda. Hearing from no one, Mayor Reynolds proceeded to the next item on the agenda.

**PUBLIC HEARING – AMENDMENT TO IMPROPER USE OF PUBLIC SPACES
ORDINANCE**

Mayor Edward Reynolds informed the council that this is meeting had been advertised as the time and place for a public hearing regarding an amendment to the Improper Use of Public Spaces Ordinance. Upon a motion offered by Councilman Whaley and seconded by Councilwoman Bench, the council voted 6-0 to open the public hearing. Assistant City Manager Roy Oliver informed the council that there was one addition to the definition section. Hearing no other comment, Councilwoman Bench motioned to close the public hearing. Councilman Close seconded the motion and the motion carried in a 6-0 vote.

**CONSIDERATION OF AMENDMENT TO IMPROPER USE OF PUBLIC SPACES
ORDINANCE**

Upon a motion offered by Councilman Whaley and seconded by Councilman Close, the council voted 6-0 to adopt the amendment as presented.

PUBLIC HEARING – AMENDMENT TO SOLICITATION ORDINANCE

Mayor Edward Reynolds informed the council that this is meeting had been advertised as the time and place for a public hearing regarding an amendment to the Solicitation Ordinance. Upon a motion offered by Councilwoman Bench and seconded by Councilwoman Palmer, the council voted 6-0 to open the public hearing. Mr. Bruce Kirbo notified the council of a typographical error in Section 42 – 282. – Persons Under 18. After a brief discussion with Council, Mr. Oliver, and Attorney Tom Conger, and hearing no further public comment, Councilwoman Palmer motioned to close the public hearing. Councilman Close seconded the motion and the motion carried in a 6-0 vote.

CONSIDERATION OF AMENDMENT TO SOLICITATION ORDINANCE

Upon a motion offered by Councilman Whaley and seconded by Councilwoman Palmer, the council voted 6-0 to adopt the amendment as presented.

INTRODUCTION TO PARKS AND RECREATION ORDINANCE

Assistant City Manager Roy Oliver presented the council with a formal introduction of the Parks and Recreation Ordinance. Mr. Oliver stated that Bainbridge Public Safety Director Frank Green and Bainbridge Decatur County Recreation Authority Director Joel Holmes collaborated on the draft. Mr. Oliver informed the council of the lengthy ordinance and reiterated that this was an introduction only and changes could be made with council input.

DIVISION PRESENTATION – ADMINISTRATIVE SERVICES

Mrs. Lisa Taylor, Administrative Services Director, appeared before the Mayor and Council to give an update of her division for the last 12 consecutive months.

CONSENT AGENDA

Bids:

- | | |
|--|-------------|
| 1. InTech Trailers
Fiber Splicing Trailer
Nappanee, IN | \$37,431.25 |
| 2. Lewis Smith
Outdoor Drinking Fountains
Dothan, AL | \$37,335.06 |

Upon a motion offered by Councilwoman Bench and seconded by Councilman Close, the Council voted 6-0 to accept the bids as presented.

ADJOURNMENT

With there being no further business, Mayor Reynolds adjourned the meeting at 6:52 p.m.

BY:

EDWARD REYNOLDS, MAYOR

ATTEST:

ALLIE GODWIN, COUNCIL CLERK

Proclamation


THE LAYMEN BROTHERHOOD SECOND CHANCE OUTREACH CENTER, INC ANNUAL CHRISTMAS DINNER CELEBRATION

- WHEREAS,** The Laymen Brotherhood Second Chance Outreach Center, Inc will hold their annual Christmas dinner celebration and toy give-away on Saturday, December 24, 2022, at the Joe L. Sweet, Jr. Community Center from 1:00 pm – 3:00 p.m.; and
- WHEREAS,** for the past 16 years several businesses, churches, families, as well as many others have supported The Laymen Brotherhood Second Chance Outreach Center's annual Christmas celebration; and
- WHEREAS,** The Laymen Brotherhood Second Chance Outreach Center graciously provides the at-risk youth within Decatur County a delicious dinner with fellowship to ensure a great Christmas; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of Bainbridge, Georgia do hereby proclaim that They Laymen Brotherhood Second Chance Outreach Center, Inc. be commended for their efforts in making the youth positive, productive citizens; and

BE IT FURTHER RESOLVED, that the Mayor and City Council of the City of Bainbridge, Georgia do hereby offer our continued support and encouragement to The Laymen Brotherhood Second Chance Outreach Center, Inc.

IN WITNESS WHEREOF, I Edward Reynolds, Mayor of the City of Bainbridge, Georgia do hereby set my hand and have caused the official seal of the City of Bainbridge, Georgia, to be affixed this Twentieth Day of December, in the year of our Lord, Two Thousand Twenty-Two.



Edward Reynolds, Mayor

ATTEST:



Chris Hobby, City Manager

RESOLUTION

WHEREAS, The City of Bainbridge is eligible to apply for Community Development Block Grant/DR Funds from the Georgia Department of Community Affairs; and

WHEREAS, The City of Bainbridge has assessed eligible program activities; and

WHEREAS, The City of Bainbridge has determined that there are community needs that can be addressed by the Community Development Block Grant/DR Program Funds.

NOW, THEREFORE BE IT RESOLVED that the City of Bainbridge hereby authorizes the preparation and submittal of a CDBG/DR Application for CDBG/DR funding cycle 2022; and

BE IT FURTHER RESOLVED that Mayor Edward Reynolds authorized and consents to act as the Authorized Certifying Official for this program.

Adopted this the _____ day of _____, 2022.

Edward Reynolds, Mayor

Date

ATTEST:

Allie Godwin, City Clerk

Date

(SEAL)

Draft for Amending the City of Bainbridge Code of Ordinances on Parks and Recreation

Amending Ordinance # 535

Bainbridge, Georgia - Code of Ordinances PART II - CODE OF ORDINANCES Chapter 58 - PARKS AND RECREATION

This draft moves the only language in this chapter 58-1 to 58-32.

This draft contains 42 new sections regarding City Parks. 58-1 a-c is the only existing regulation regarding city parks.

Chapter 58 - PARKS AND RECREATION

--- (1) ---

State Law reference—Power to provide parks, recreation areas, programs and facilities, Ga. Const. art. IX, § II, ¶ III(a)(5); authority to construct and operate parks, swimming pools, golf courses, recreation grounds and buildings used for sports, O.C.G.A. § 36-34-3; establishment of recreation systems, O.C.G.A. § 36-64-1 et seq.;

Sec. 58-1. - Authorized camping in Boat Basin Park.

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- (a) It shall be a violation of this section for any person or persons to enter the city campground located at Boat Basin Park for any other purpose by any means except for the purpose of camping in an authorized camping site.
- (b) Any vehicle, be it motorized or not, left abandoned in the city campground located in Boat Basin Park for any purpose whatsoever shall be subject to towing at the owner's expense.
- (c) Any person or persons who commits a violation of this section shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine as determined from time to time by the city council and listed in the schedule of fees and charges maintained in the city manager's office and as provided in section 1-7 of the Code of Ordinances of the city.

(Code 1992, § 10-109; Ord. No. 535, 10-15-1996)

ARTICLE I. IN GENERAL

Sec. 58-1. DEFINITIONS

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City Support Services means services provided by the City to ensure that a community festival or special event is conducted in such a way as to protect the safety, health, property, and security of the general public.

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Community Festival: means a public gathering which involves the use of public parks within the city limits of Bainbridge which includes entertainment, music, arts, and crafts displays and/or sales, sale of merchandise, food or any combination which requires the use of city support services over and beyond what the City of Bainbridge routinely provides under everyday circumstances.

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Director means the Director of City of Bainbridge Community Services Division and/or Bainbridge- Decatur Recreation Authority Executive Director and/or Bainbridge Public Safety Director.

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Display means an eye-catching arrangement by which something is exhibited. For the purposes of this policy, a display will include anything left in open view for the purpose of attracting attention, conveying a message, or expressing a belief or opinion

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Domestic animal means an animal that, through long association with humans, has been adapted to human living conditions.

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Park and recreation facility means all City of Bainbridge and the Bainbridge Decatur County Recreation Authority parks and recreational areas in such parks including the land, buildings, lakes, ponds, roads and all other property/equipment and buildings owned, leased, or managed by City of Bainbridge staff and associated departments and authorities thereof, including all but not limited to recreational parks and facilities within the Bill Reynolds Sports Park.

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Pet for purposes of this article is defined and shall mean a domesticated animal such as a dog, or cat that has been commonly kept as a pet in family households in the U.S. This term excludes livestock, exotic animals, and wild animals.

Press Event/Press Announcement: means a public gathering which involves the use of a public park within the city limits of Bainbridge or any city park for the purpose of an announcement to

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the press, including but not limited to a political candidate. The event shall not be over one and one-half (1 ½) hours in duration.

Special Event means an activity sponsored by a person, ~~group~~ or organization ~~other than~~ including the City of Bainbridge requested to be held on public property designed for entertainment, competition, amusement or social, ethnic, religious and/or cultural awareness

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Unattended Display means a display that is not physically attended at all times by the person, group or organization that is responsible for its placement on city property; such unattended displays are considered special events for purposes of this section.

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All references to masculine pronouns shall be construed to be gender neutral.

Secs. 58-2 —58-17. Reserved.

ARTICLE II. PARK REGULATIONS

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Sec. 58-18. Penalty and enforcement provisions.

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Unless another penalty is expressly provided by law, every person convicted of a violation of any provision of this article shall be punished in accordance with the provisions of section 1-7 of the City of Bainbridge code of Ordinances

(Ord. No. 20090402-A, § 58-24, 4-2-2009)

Sec. 58-19. Enforcement officials.

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The Director or designee, or associated department personnel thereunder, shall:

- A. Establish, conduct and maintain a recreation system for the city in such a way as to ~~employ~~ provide for the leisure of the people in a wholesome and constructive manner;
- B. Provide for, conduct and supervise public playgrounds, indoor recreation centers, public parks, and other facilities owned by the city, controlled by the city or the Bainbridge - Decatur County Recreation Authority;

- C. Provide and conduct activities on properties under the control of the city, on public properties with the consent of the authorities thereof, and on private properties with the consent of the owners;
- D. Establish goals, ~~procedures~~procedures, and programs to meet the city's ~~p~~Parks department needs.

(Ord. No. 20090402-A, § 58-1, 4-2-2009)

Sec. 58-20. Governing conduct.

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- A. These rules and regulations are developed to set standards of conduct in the parks owned by the city and controlled by the city or by the Bainbridge-Decatur Recreation Authority. These rules are designed to ensure the safety and enjoyment of park participants.
- B. Any person engaging in any activity which shall unreasonably interfere with the use and enjoyment of a park by citizens or who shall violate any ordinance of the city, park rules or regulations or laws of the state shall leave the park upon notification by any authorized city employee, recreation authority employee, or any law enforcement officer. Persons being evicted shall not return to ~~this or any city owned such~~ park for a period of 24 hours. Refusal to leave such park when ordered or return to the park within the specified 24-hour period shall be unlawful and punishable as a misdemeanor. In addition to leaving the park upon said notification, the incidents and activities may be further reviewed by the appropriate director and increased time limits may be enforced upon persons engaged in said activities. Law enforcement officers may also, upon any violation of any provision of this article, file misdemeanor charges to persons being evicted from any park.
- C. It shall be unlawful to:
 - 1. Create or maintain a nuisance as defined by state law or by this Code or pose a danger or threat to the health of another.
 - 2. Willfully mark, deface, disfigure, injure, tamper with, displace or remove, any building, bridge, table, bench, fireplace, railing, paving, paving material, water line or other public utility or parts or appurtenance thereof. ~~This also applies to any:~~ sign, notice or placard (whether temporary or permanent), monument, stake, post,

- or other boundary marker, or other structure or equipment, facility or park property or appurtenance whatsoever, either real or personal.
3. Knowingly, or through reckless behavior, destroy or damage the lawn, plants, walls, road, or other infrastructure of a park; ~~persons may not~~ hang any sign, banner, or any other item from a tree located in the park; ~~nor~~ partake in the use of confetti of any kind ~~typically used in photos~~, that may be thrown in the air and remain on park grounds and in park lawns
 4. ~~No person shall~~ Sell goods, articles or services of any nature in the city parks without first obtaining written permission from Mayor and City ~~C~~eouncil or the Bainbridge ~~-Decatur~~ County Recreation Authority; ~~provided, however, that no person shall sell~~ spirituous, vinous or malt liquors in the city parks, ~~except as otherwise provided by ordinance.~~
 5. Sell, possess, or consume, by any person alcoholic beverages in any city park, except at a special event, as approved by ~~M~~ayor and ~~C~~eity ~~C~~eouncil or as provided by ordinance.
 6. Enter or leave any park except through established entrances or exits and within established time periods. Climb or lie upon any tree, shrub, fence, statue, monument, or fountain.
 7. Gain or attempt to gain admittance to any park or facility in any park where a charge is made, without paying that charge.
 8. Bring in and/or erect any inflatable amusements, amusements requiring water, or any amusements requiring an independent power source, except when renting designated facilities or during permitted special events or festivals.
 9. Drive stakes, posts, poles, or any other device or dig holes for the purpose of securing stakes, posts, ~~poles~~poles, or any other device for any reason, including to erect a tent, stage or other structure, except upon permit approval for a rental facility, special event or festival.
 10. Erect a tent or canopy or be in possession of an erected tent or canopy, during concerts and festivals except in the designated areas set forth for tents as established by the event/festival director. This section shall not apply to production tents used in conjunction with permitted concerts.

11. Bring in, carry, possess, or permit a minor child in one's custody to bring in, carry or possess, glass containers except for authorized vendors who shall retain and remove from the park all glass containers utilized in their activities.
12. Use a playscape or park bench for other than its intended use and/or purpose.
13. Spit or expectorate in or upon any fountain, splash park, play structure, exercise court, park building, monument, or structure.
14. Urinate or defecate in any park regardless of whether the location is in public view, including without limitation in or upon any park building, ~~monument~~monument, or structure, except in permanent restrooms or portable lavatories open to the public

Sec. 58-21. Park Hours of operation and use of boat ramps.

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No person shall be in a city park or upon any park land or park drive therein between the hours of 11:00 p.m. and 6:00 a.m. No other person other than city personnel conducting city business shall occupy or be present in such parks during these hours

Exceptions;

- A. Unless there is an organized sporting, civic or cultural event which has the approval of the Mayor and Ceity Ceouncil to extend beyond the designated hours of operation.
- B. Scheduled sporting events and/or activities as authorized by the Bainbridge_-Decatur County Recreation Authority that may extend beyond the time limit to finish games and/or activities.
- C. These hours shall not in any way pertain to Willis Park, specific to the sidewalks within Willis Park which allow public passage through the park; all other code sections in this article shall apply to Willis Park, including the gazebo, lawn, and landscape areas, monuments, and all other city owned parks and greenspaces.
- D. This section shall not apply to any persons utilizing the boat ramps for boating purposes. Any person may enter or leave the Earle May Recreation Area between posted hours of this section for the purpose of boating activities including but not limited to fishing, hunting or any other licensed activity set forth by the Department of Natural Resources and/or the Army Corps of Engineers. Boat launching must be done within those boat launching areas specifically built and designed for those purposes.

E. This section shall not apply to any persons utilizing the campground for camping purposes including afterhours arrival and departure. Any person may enter or leave the Earle May Recreation Area between posted hours of this section for the purpose of camping and activities that may be associated with their stay; these activities may include but are not limited to boating, fishing, hunting or any other licensed activity set forth by the Department of Natural Resources and/or the Army Corps of Engineers.

(Code 2002, § 58-31; Ord. of 4-1-1999, § 7-2-1(a); Ord. of 2-20-2003; Ord. No. 20090402-A, § 58-3, 4-2-2009)

Sec. 58-22. Closing of parks.

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All parks shall be opened daily to the public but may be declared closed to the public by the Mmayor and Ceity Ceouncil or the Bainbridge -Decatur County Recreational Authority, at any time and for any interval of time, either temporarily or at regular or stated intervals. In the event of an emergency, or conditions not suitable for the public and or necessary maintenance or repairs exist, the Director, or designee with the approval of the Ceity Manager may temporarily close parks. This excludes closing Boat Basin Circle for all life flights and any other emergency personnel as directed by the Bainbridge Public Safety Director.

(Code 2002, § 58-32; Ord. of 4-1-1999, § 7-2-1(b); Ord. of 2-20-2003; Ord. No. 20090402-A, § 58-4, 4-2-2009)

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Sec. 58-24. Recreational vehicle operation restricted.

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No person shall operate a motorized vehicle of any kind in or on any park or other area owned or operated by the city for recreational purposes; provided that this section shall not apply to vehicles used for maintenance purposes being operated on prescribed paths and marked roadways or vehicles using marked roadways, marked driveways, and parking areas. Golf carts and electric bikes are excluded as regulated by Section 78-43 of the Bainbridge City Code titled "Bainbridge

Low Speed Motor Vehicle Ordinance”_unless prohibited by the organizer of a Special Event as defined in this article.

(Ord. No. 20090402-A, § 58-5, 4-2-2009)

Sec. 58-25. Driving vehicles on roadways; speed of vehicles.

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- A. It shall be unlawful for any person to drive any vehicle upon or across any part of any public park of the city except upon roadways laid out and maintained for vehicular travel. This section shall not apply to park employees whose duties require them to drive park maintenance equipment over such park areas. The Director and/or designee shall coordinate with the proper city departments or authorities to ensure proper, appropriate and adequate signage is in place to aid the implementation of this section.
- B. It shall be unlawful for any person to operate a motor vehicle upon any road in any city park at a speed in excess of 15 miles per hour.
- C. It shall be the duty of the ~~Community Service/Parks Director and Bainbridge Deatur Recreation Authority Executive~~ Director and/or designee to cause signs specifying such limits to be placed at the entrance of each such park and at appropriate places within such parks so as to afford notice to the public of such limit.

(Ord. No. 20090402-A, § 58-6, 4-2-2009)

Sec. 58-26. Vehicle parking restricted.

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The parking of vehicles shall be permitted in approved parking areas as long as such parking is in accordance with traffic laws, rules and regulations of the parks department. No person shall park any vehicle upon any of the roads, drives, avenues or parking lots or at any other place within any park when the person is not using the park or any of its related facilities. This shall include the overnight parking of recreational vehicles with sleeping compartments or campers as provided in Section 58-31 of this Article. This section shall not apply to city employees in the conduct of city business.

(Ord. No. 20090402-A, § 58-7, 4-2-2009)

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Sec. 58-28. Animals in General.

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A. It shall be unlawful for any person to harbor, possess or be in charge of a restrained or unrestrained animal, with the exception of service animals and pets (as defined in Sec. 58-29 of this Article) ~~for disabled persons~~; in prohibited designated areas, which are posted in any city park, ~~walking trail~~ or green space without first obtaining approval of the Director.

A.B. It shall be unlawful to bring pets and animals, with the exception of service animals, to Special Events provided to the public. This excludes events held by or to benefit the Bainbridge – Decatur County Humane Society.

B.C. It shall be the duty of the Director and/ or designee to cause signs specifying such designated prohibited areas to be placed at the entrance of each such park area and at appropriate places within such park areas so as to afford notice to the public of prohibited pet area limit.

C.D. It shall be unlawful for any person to leave feed, seed, or unconsumed food for purposes of feeding animals including but not limited to feral cats, fish, geese, alligators, squirrels, or birds, inside the Earle May Recreation Area or any city park; this section shall not pertain to the livestock animals in the designated fenced livestock area.

1. No person shall bring in any collection of livestock, farm animals or docile wild animals to be fed and offered for petting unless permitted for a festival, or special event.
2. No person shall place, abandon, or leave any pet or animal in a park.

(Ord. No. 20090402-A, § 58-8, 4-2-2009)

Sec. 58-29. Pets and Service Animals

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Definitions:

Pet for purposes of this article is defined and shall mean a domesticated animal such as a dog, or cat that has been commonly kept as a pet in family households in the U.S. ~~T~~his term excludes livestock, exotic animals, and wild animals.

Service Animal for purposes of this article and defined by the ADA is a dog that is individually trained to do work or perform tasks for someone living with a disability. Beginning on March 15, 2011, only dogs are recognized as service animals under titles II and III of the ADA.

Emotional Support Animals for purposes of this article, are considered pets and not considered to be service animals. Emotional support animals as defined by the ADA and this article, are intended to provide support for mental and emotional disabilities through companionship. The ADA does not recognize dogs who solely provide emotional support or comfort as service animals. Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained, or untrained, are not considered service animals.

Enclosed park facilities/building means any enclosed area of a structure or facility to which the public is invited or in which the public is permitted including, but not limited to offices, meeting rooms, waiting rooms, lobbies, enclosed recreational centers, rest rooms, batting cages, including inside the playing area of tennis courts, pickle ball courts, basketball courts and/or anywhere inside any fenced areas meant for recreational games, practices or events.

- A. Any persons bringing a pet into designated allowable park areas shall keep the pet on a leash and under his or her immediate personal control. Leashes used to control pets shall not be more than six feet long.
- B. It shall be the duty of every pet owner or custodian of such animal in a park or recreation facility to immediately remove such animal from the park or recreation facility upon such animal exhibiting aggressive behavior toward any person or toward any other domesticated animal. For the purposes of this subsection, aggressive behavior includes, but is not limited to growling, baring of teeth or fangs, biting or attempts to bite, or any other behavior that could reasonably be expected to scare or intimidate any person or other domestic animal.
- C. No person shall bring a pet into an enclosed park building except those qualified as service animals under the Americans with Disabilities Act, or as part of an authorized program or event.
- D. It shall be the duty of the Director and/ or designee to cause signs specifying designated prohibited areas of enclosed park facilities to be placed at the entrance of each such park

area/building/facility and at appropriate places within such park areas so as to afford notice to the public of prohibited pet area limit.

- E. Any pet including service animals as defined in this article, not under the immediate personal control, as defined in Sec.58-29-4 of this article, of a responsible person, or any pet or service animal creating a disturbance or nuisance, may be restrained, confiscated, or removed from the park by animal control officers upon request by the Director or designee.
- F. No person shall permit a pet for which he or she is responsible for, to be in the water of a swimming pool or designated water play area, and no such person shall permit a pet except for those qualified as service animals under the Americans with Disabilities Act, to be within the land area or beach area adjacent to the water of a swimming pool or designated water play area. ~~Pets are not permitted to enter any natural or constructed body of water except in areas dedicated for such purpose.~~
- G. Persons bringing pets onto park property are required to carry appropriate material to remove any fecal waste left by their pets.
- H. Current rabies and appropriate inoculation tags must be displayed on pets at all times.
- I. No person shall place, abandon, or leave any pet or animal in a park.

Sec. 58-30. Use of picnic areas.

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- A. Park employees shall have the authority to regulate the activities in such areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all. Visitors shall comply with any directions given to achieve this end.
- B. No person shall leave a picnic area before all trash in the nature of boxes, paper, cans, bottles, garbage and other refuse is placed in the disposal receptacles where provided. If no such trash receptacles are available, then refuse and trash shall be carried away from the area by the picnicker to be properly disposed of elsewhere.

(Ord. No. 20090402-A, § 58-11, 4-2-2009)

Sec. 58-31. Urban camping.

- A. It is unlawful to reside in or to store personal property in any park owned by the city. Furthermore, it is unlawful to use any public place, including city parks, for living accommodation purposes or camping, except in areas specifically designated for such use

or specifically authorized by permit. Furthermore, it is unlawful to set up tents, shacks or any other temporary shelter for the purpose of avoiding the elements and for overnight sleeping or camping.

- B. No person shall leave in a park after closing hours any movable structure or special vehicle to be used or that could be used for that purpose.
- C. Any person found to be violating this section shall be ordered and/or escorted off the park grounds by Bainbridge Public Safety Officers and shall be guilty of a misdemeanor and upon conviction thereof shall be punished as provided in section 1-7 of the Code of Ordinances of the city.

(Ord. No. 20090402-A, § 58-20, 4-2-2009)

Sec. 58-32. Authorized camping in Earle May Recreation Area Campground.

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- A. It shall be a violation of this section for any person or persons to enter the city campground located in the Earle May Recreation Area for any other purpose by any means except for the purpose camping in an authorized camping site by obtaining a permit.
- B. Campsites are permitted by obtaining payment envelopes upon arrival and placing the designated fees per night in the payment drop box. Authorized vehicles associated with the campsite must have the payment envelope receipt displayed in the windshield of the vehicle. Day visitors are allowed at campsites with a limit of one visitor vehicle per campsite allowed; there can be no more than two total detached vehicles allowed per campsite.
- B-C. There is a 14 consecutive day maximum for each campsite in any 30 day period the campground must be vacated for a total of 7 consecutive days before registering for another stay.
- C.D. It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner any human excrement (commonly known as black water), grey water, or objectionable waste from any type of recreational vehicle holding tank, within the campground or any city park or on public or private property within the city or in any area under the jurisdiction of the city as provided in Section 82-107(a) of the Bainbridge City Code. All recreational vehicles permitted in the campground shall have access to the

recreational vehicle dump station inside the campground that is authorized to dispose of such waste in a sanitary manner.

~~D.E.~~ Any vehicle, be it motorized or not, left abandoned in the city campground for any purpose whatsoever shall be subject to towing at the owner's expense.

~~E.F.~~ Any person or persons who commits a violation of this section shall be guilty of a misdemeanor and upon conviction thereof shall be punished as provided in section 1-7 of the Code of Ordinances of the city.

(Code 1992, § 10-109; Ord. No. 535, 10-15-1996)

Sec. 58-33. Group use of parks.

Whenever any group (as defined in Sec. 58-34) desires to use a park for a particular purpose, such as a picnic, party, sports event or theatrical or other entertainment performance, a representative of such group shall first obtain approval and authorization from the Mayor and Council, for such purpose, unless the group is sponsored by the department as one of the department's scheduled programs. ~~City hall~~—The office of Community and Economic Development shall grant the application for a permit if it appears that the group will not interfere with the general use of the park by individual members of the public, and if the group meets all other reasonable conditions which may be imposed by the department in this article, and in department regulations not contrary to this article. The permit will include the time, date, ~~location~~location, and activity to be conducted by the group. A fee schedule for use of city parks is available and listed with the official schedule of fees maintained by the city manager's office. ~~is available at city hall.~~ Such application shall contain a requirement for an indemnity bond, and/or onsite security to protect the city from liability of any kind or character and to protect city property from damage.

Sec. 58-34. Parks and recreation facilities regulations governing use.

Listed as follows is the order of priority and category in which recreational facilities will be scheduled on an ongoing basis:

A. Groups.

1. Any city-organized or -sponsored recreational activity;
2. Organizations that the city has agreements with for use of facilities;

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3. Civic groups. Civic groups are defined as nonprofit organizations/clubs, which serve the citizens the city of Bainbridge and Decatur County and have a current 501c3 letter of approval;
4. All other organizations and groups.

B. The scheduling of the parks and recreation facilities will be at the sole discretion of the Director or designee. The general rules and policies applicable to usage of parks and recreation facilities are listed as follows, and failure to abide by these rules could result in future usage of facilities being suspended:

1. Scheduling of facilities will be coordinated and approved by the parks and recreation authority departments.
2. Facilities cannot be used for commercial purposes.
3. Facilities used for fundraising purposes must be approved by the Office of Community and Economic Development Director or his designee and must be a civic group as defined by this article.
4. Full payment and deposits are due at the time of reservation. If facilities are not used during the reserved time for any reason and no prior cancellation was given, no refunds will be made, except as provided in subsection (4) of this section for reimbursement of a cleaning/security deposit.
5. A member of the organization must sign an affidavit of responsibility and fill out a facility reservation form provided by the Parks department.
6. No alcoholic beverages shall be allowed under any circumstance unless granted a special alcohol license permit by Mmayor and Ceity Ceouncil.
7. Areas shall be left clean. If it becomes necessary for employees to do an extensive amount of cleaning, there will be a corresponding deduction as determined by the Director or their designee in the cleaning and security deposit.
8. The user must report any damages to the police or parks/recreation authority employee on duty at once. All groups will be held liable for any damages to any city facility or equipment used by members of their organization. Facility damages could lead to losing privileges to use facilities.

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9. All scheduled meeting times are subject to change. Prior notice will be given by the responsible department if possible.
 10. Unattended displays are only allowed in Coyle Park ~~and~~—such displays must be permitted by means of a special event permit, which may be approved by the office of the Community and Economic Development ~~Director~~. A maximum of thirty (30) days per event or display is allowed during any six (6) month period. A permit will not be issued to a subsequent group or individual for the purpose of continuing a previously permitted event or display.
 11. The city is not responsible for any valuables or property left on the premises.
 12. No decorations shall be displayed, ~~installed~~installed, or permitted which may damage or deface the structures. Existing decorations may not be removed. The user of the facility is responsible for removing ~~all-of~~all their own decorations and trash at the end of the reservation.
 13. No facilities can be reserved more than one year in advance.
 14. When facilities are not in use for scheduled ~~for public events-activities~~ and are available to the public for rent, the use of ~~said~~ facilities is available on a first-come, first-served basis.
 15. Facility users will be required to have not less than one adult chaperone for each ten minors present during use of facilities.
 16. No facility will be used past 11:00 p.m. without permission from the ~~Director or designee Parks or Recreation Authority department~~.
 17. There will be a cancellation fee as listed on the schedule of fees if the facility rented and reserved is not cancelled at least 15 days prior to an event.
- C. The ~~M~~mayor and ~~C~~eity ~~C~~eouncil or Authority thereof may ~~,~~—establish rental fees for any public property and shall provide ~~by-through~~ appropriate regulations for the use of any public facility. Violation of any regulation established by the ~~M~~mayor and ~~C~~eity ~~C~~eouncil or Authority thereof and posted on the property or acknowledged by the user shall be deemed a violation of this Code and shall subject the offender to the penalty by law.

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D. There is hereby created a cleaning/security deposit for rental of all city facilities. The cleaning/security deposit shall be set forth in the schedule of fees and charges per facility. It is refundable if and only when the facility is left in a clean state, and in the condition in which it was found. The decision of whether the deposit shall be refunded is solely up to the ~~Parks /Recreation Authority~~Director or designee department and will not be refunded until the rented facility has been inspected by the city or recreation authority supervisors.

(Ord. No. 20090402-A, § 58-13, 4-2-2009)

Sec. 58-35. Intentionally left blank

(Ord. No. 20090402-A, § 58-14, 4-2-2009)

Sec. 58-36. Fireworks.

It is unlawful for any individual to shoot, explode, or launch any fireworks in any park in the city, or into any park in the city from outside the park confines, unless such fireworks are part of a commercial fireworks display sponsored by the city and conducted by a licensed and bonded fireworks specialist.

(Ord. No. 20090402-A, § 58-15, 4-2-2009) Reference state law code section

Sec. 58-37. Meetings and assemblies.

Any person desiring to parade or assemble in any park or on any of the public streets, ~~alleys~~alleys, or sidewalks of the city for any of the purposes defined in section 70-24 of the Bainbridge City Code, shall file an application with the ~~M~~Mayor and ~~City C~~City Council, setting forth the time, place and purpose of such parade or assembly. When such application is approved by the ~~C~~City Council, then such parade or assembly will be authorized. ~~For purposes of this article such meetings, assemblies, worship services, entertainment, demonstrations, or political rallies, requested in a park setting, shall only be permitted in the confines of the Earle May Boat Basin Park specific to the Performing Arts Building addressed as 101 Boat Basin Circle and the grounds and greenspace surrounded by Boat Basin Circle.~~ Persons, corporations, or organizations conducting public meetings, assemblies, worship services, entertainment, demonstrations, or political rallies, within the general confines of a park or municipal area without a permit is prohibited.

(Ord. No. 20090402-A, § 58-16, 4-2-2009)

Sec. 58-38. Noise in city parks.

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A. Prohibited. It is unlawful for a person to:

1. Make any loud noises that would disturb a reasonable person of ordinary sensibilities;
2. Engage in noisy disputes or conversation that would disturb a reasonable person of ordinary sensibilities;
3. Engage in any loud acts of behavior that would disturb a reasonable person of ordinary sensibilities; or
4. In any other manner, disturb the public peace, quiet, and order in any of the city parks, including but not limited to throttling engines to cause loud noise from exhaust pipes on vehicles or motorcycles, loud music of any kind from vehicles, motorcycles, or any other type of portable music device. Unless such noise is the result of a sanctioned motorcycle or automobile Special Event.

B. Public address system. The operation or use of public address systems, whether fixed, portableportable, or vehicle-mounted, is prohibited except when such use or operation is in connection with public gatherings or Special Events which have been approved by the city.

(Ord. No. 20090402-A, § 58-17, 4-2-2009)

Sec. 58-39. Pollution of water in parks.

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It is unlawful for any person to pollute or disturb any spring, branch, pond, fountain, pool, splash park or other water owned by or leased to the city including the use of any water fountain, drinking fountain, pool, sprinklers, reservoir, pond, or any other water contained in a park for the purpose of bathing, or cleaning clothing or other personal belongings. —Pollutants are including but not limited to detergents, soaps, coloring agents or dye, herbicides, and or any other chemical agents. This section shall not apply to the management of licensed herbicides managed by the Community Service/Parks Director/ Recreation Authority Director or their designee in carrying out their roles in the management and maintenance of city parks.

(Ord. No. 20090402-A, § 58-18, 4-2-2009)

Sec. 58-40. Posting signs; disposal of trash and refuse.

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It is unlawful for any person to affix any bill, sign, flag, or notice on any tree, building, or fixture, or upon the ground in any of the parks. It is unlawful for any person to place any paper, books, refuse, or trash of any kind in any of the public parks, except in containers provided for such.

Unless such sign(s) are **needed and approved as part of a Special Event.**

- A. It shall be unlawful for any person to throw any garbage or trash of any kind from, any automobile, truck or other motorized/non-motorized vehicle into the lanes, streets or public trails in any city owned park or recreation area.
- B. It shall be unlawful for any person to intentionally leave unconsumed food out for the purposes of feeding animals of any kind.

(Ord. No. 20090402-A, § 58-19, 4-2-2009)

Sec. 58-41. Games.

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It shall be unlawful for any person to endanger the general public in a park by taking part in or abetting the playing of any games involving throwing or otherwise propelling objects such as balls, stones, arrows, hatchets, axes, javelins, or model airplanes except in areas set apart for such forms of recreation. The playing of rough or potentially dangerous games such as football, baseball, and soccer is prohibited except on the fields, courts, or other facilities provided therefor or designated as a practice area during specific seasons of play by the Director or designee. No person shall use any park or other area owned and operated by the city for recreation purposes as a field for golf practice, putting green or driving range.

(Ord. No. 20090402-A, § 58-21, 4-2-2009)

Sec. 58-42. Disobeying orders.

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No person shall disobey the lawful and reasonable order of a park employee or other city employee in the discharge of his duties for the purpose of safeguarding the park system, or disobey or disregard the notices, prohibitions, instructions, ~~rules~~rules, or regulations on any park sign.

(Ord. No. 20090402-A, § 58-22, 4-2-2009)

Sec. 58-43 through 58- 53. Reserved

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City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 0185

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
<input checked="" type="checkbox"/> Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS River City Grill - Pizzeria, LLC

STREET ADDRESS OF BUSINESS 400 N. Scott St.

NAME OF APPLICANT/OWNER Jason S. Priest

NAME OF MANAGER Jason S. Priest

- Completed Application ✓
- Paid Fee ✓
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshall/Building Official ✓
- Personal Statement ✓
- Notarized Affidavits if applicable (*required for new owner and manager*) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety NEW for VFB
- Approval by Director of Administrative Services AT
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 0370

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00
Amended Fee: \$100		Initial Application Fee: \$100				

NAME OF BUSINESS ANS FAMILY LLC

STREET ADDRESS OF BUSINESS 1203 DOTHAN RD

NAME OF APPLICANT/OWNER Ghanshyambhai Patel

NAME OF MANAGER Amitaben Patel

- Completed Application ✓
- Paid Fee ✓
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshall/Building Official KP
- Personal Statement ✓
- Notarized Affidavits if applicable (*required for new owner and manager*) n/A
- Copy of Driver's License or current Photo Identification n/A
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety WNY
- Approval by Director of Administrative Services gxt
- Approval by City Manager and/or, Mayor and City Council _____

City of BAINBRIDGE GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 0758

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store <input checked="" type="checkbox"/> Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Little Brown Jug

STREET ADDRESS OF BUSINESS 417 N Scott Street

NAME OF APPLICANT/OWNER Donovan Roy Griffin

NAME OF MANAGER Donovan Roy Griffin

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official DP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety WJB
- Approval by Director of Administrative Services AMT
- Approval by City Manager and/or, Mayor and City Council _____

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City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist
LICENSE # 0810
CITY COUNCIL MEETING DATE 12/20/2022
NEW _____ **RENEWAL** **AMENDED** _____
TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
<input checked="" type="checkbox"/> Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00
Amended Fee: \$100 Initial Application Fee: \$100						

NAME OF BUSINESS Sid's Specialty Shop

STREET ADDRESS OF BUSINESS 131 E Water St.

NAME OF APPLICANT/OWNER Siobhan Poole

NAME OF MANAGER Siobhan Poole

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official RP
- Personal Statement
- Notarized Affidavits if applicable (**required for new owner and manager**) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety RP for WPC
- Approval by Director of Administrative Services AMT
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 0886

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Shivam Business, Inc. dba Lucky Food Mart

STREET ADDRESS OF BUSINESS 722 S Scott Street

NAME OF APPLICANT/OWNER Mahendrakumar Tariwala

NAME OF MANAGER Mahendrakumar Tariwala

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official KP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety w/r
- Approval by Director of Administrative Services AKT
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 0889

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Shivom GA, LLC dba US Food Mart 7

STREET ADDRESS OF BUSINESS 720 Faceville Hwy

NAME OF APPLICANT/OWNER Hiren R. Patel

NAME OF MANAGER Hiren R. Patel

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official KS
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety WD
- Approval by Director of Administrative Services RNT
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 0898

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS The Willi's Park Hotel, LLC dba Cafe Sinclair

STREET ADDRESS OF BUSINESS 129 E. Water St.

NAME OF APPLICANT/OWNER Tyler Thomas

NAME OF MANAGER Tyler Thomas

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official JP
- Personal Statement
- Notarized Affidavits if applicable (**required for new owner and manager**) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety [Signature]
- Approval by Director of Administrative Services [Signature]
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 1043

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS The Dam Bar - Billiards, LLC

STREET ADDRESS OF BUSINESS 213 N. Clay Street

NAME OF APPLICANT/OWNER Sharissa Mervis

NAME OF MANAGER Sharissa Mervis

- Completed Application ✓
- Paid Fee ✓
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshall/Building Official LOP
- Personal Statement ✓
- Notarized Affidavits if applicable (*required for new owner and manager*) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety AW for WFG
- Approval by Director of Administrative Services AM
- Approval by City Manager and/or, Mayor and City Council _____

City of BAINBRIDGE GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 1137

CITY COUNCIL MEETING DATE 12/20/2022

NEW RENEWAL AMENDED

TYPE OF LICENSE APPLYING FOR:

Table with 7 columns: Distilled Spirits, Package Store, Malt Beverage Retail, Wine Package Retail, Malt Beverage Consumption Retail, Wine Consumption Retail, Bar. Includes fees and late fees for each category.

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Vansh 2019, LLC dba K-Express

STREET ADDRESS OF BUSINESS 2080 Dothan Rd

NAME OF APPLICANT/OWNER Hitendra Kumar Patel

NAME OF MANAGER Hitendra Kumar Patel

- Completed Application
Paid Fee
Signature of Applicant and/or Property Owner
Distance statement and Approval from Chief Marshall/Building Official KP
Personal Statement
Notarized Affidavits if applicable (required for new owner and manager) n/a
Copy of Driver's License or current Photo Identification n/a
Background Check Payment: YES NO
Privacy Rights (Applicant retains a copy)
Approval by Director of Public Safety Wry
Approval by Director of Administrative Services LHT
Approval by City Manager and/or, Mayor and City Council

City of BAINBRIDGE GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 1145

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store <input checked="" type="checkbox"/> Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00
Amended Fee: \$100		Initial Application Fee: \$100				

NAME OF BUSINESS DHM LIQUORS dba DM LIQUOR

STREET ADDRESS OF BUSINESS 223 S. Sims Street

NAME OF APPLICANT/OWNER Dipti K. Patel

NAME OF MANAGER Dipti K. Patel

- Completed Application ✓
- Paid Fee ✓
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshall/Building Official [Signature]
- Personal Statement ✓
- Notarized Affidavits if applicable (*required for new owner and manager*) N/A
- Copy of Driver's License or current Photo Identification N/A
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety WR
- Approval by Director of Administrative Services [Signature]
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 1230

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS KGD Produce

STREET ADDRESS OF BUSINESS 306 E. Water St.

NAME OF APPLICANT/OWNER Kelsey Harrell

NAME OF MANAGER Kelsey Harrell

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official [Signature]
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety [Signature]
- Approval by Director of Administrative Services [Signature]
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 1241

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail <input checked="" type="checkbox"/> Fee: \$150.00 Late Fee: 100.00	Wine Package Retail <input checked="" type="checkbox"/> Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Aalok Patel, LLC dba A+J Stop Shop

STREET ADDRESS OF BUSINESS 1006 E River Rd

NAME OF APPLICANT/OWNER Sankitbhai M. Patel

NAME OF MANAGER Sankitbhai M Patel

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official KP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) N/A
- Copy of Driver's License or current Photo Identification N/A
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety wn
- Approval by Director of Administrative Services SM
- Approval by City Manager and/or, Mayor and City Council _____

P

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 1261

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS WC One Stop Shop, Inc.

STREET ADDRESS OF BUSINESS 2200 S. West St

NAME OF APPLICANT/OWNER John Webster

NAME OF MANAGER Crystal Grimes

- Completed Application ✓
- Paid Fee ✓
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshal
- Personal Statement ✓
- Notarized Affidavits if applicable (*required for new o*)
- Copy of Driver's License or current Photo Identification
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety BW for W
- Approval by Director of Administrative Services J
- Approval by City Manager and/or, Mayor and City Council _____

2006
Trafficking illegal drugs
(meth) (dismissed)
Poss. marijuana less
than 1oz.
(Dismissed)

2022
DUI Drugs

Crystal Grimes
#1261

7

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 1319

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;"> Package Store Fee: <u>\$3,125.00</u> Late Fee: <u>\$100.00</u> </div>	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Bob's Package Store

STREET ADDRESS OF BUSINESS 117 W Louise Street

NAME OF APPLICANT/OWNER Harikishan G. Patel

NAME OF MANAGER Harikishan G. Patel

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official VP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety WSP
- Approval by Director of Administrative Services AM
- Approval by City Manager and/or, Mayor and City Council _____

City of **BAINBRIDGE** GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 1334

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR: _____

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	<input checked="" type="checkbox"/> Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Henil Flint River, Inc dba Flint River Wine Spirit

STREET ADDRESS OF BUSINESS 720 Faceville Hwy Suite 1

NAME OF APPLICANT/OWNER Pratapgar Gunsai

NAME OF MANAGER Pratapgar Gunsai

- Completed Application ✓
- Paid Fee ✓
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshall/Building Official NP
- Personal Statement ✓
- Notarized Affidavits if applicable (*required for new owner and manager*) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety WJ
- Approval by Director of Administrative Services AKT
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 1358

CITY COUNCIL MEETING DATE 12/20/2022

NEW RENEWAL AMENDED

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Vedant Food, LLC dba: Las Lomas

STREET ADDRESS OF BUSINESS 801 E. Water St.

NAME OF APPLICANT/OWNER Hetalkumar Bhorania

NAME OF MANAGER Hetalkumar Bhorania

- Completed Application ✓
- Paid Fee ✓
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshall/Building Official JS
- Personal Statement ✓
- Notarized Affidavits if applicable (*required for new owner and manager*) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO _____
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety APW for WFLG
- Approval by Director of Administrative Services SAH
- Approval by City Manager and/or, Mayor and City Council _____

City of BAINBRIDGE GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 1361
CITY COUNCIL MEETING DATE 12/20/2022
NEW _____ RENEWAL AMENDED _____
TYPE OF LICENSE APPLYING FOR: _____

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Naz Enterprises, LLC dba Raceway #6837
STREET ADDRESS OF BUSINESS 1418 Tallahassee Hwy
NAME OF APPLICANT/OWNER Suhail Sagi
NAME OF MANAGER Rohail Sagi

- Completed Application ✓
- Paid Fee ✓
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshall/Building Official ✓
- Personal Statement ✓
- Notarized Affidavits if applicable (**required for new owner and manager**) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO ✓
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety RSW for WFL
- Approval by Director of Administrative Services _____
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 1365

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Southwest Georgia Oil Co, Inc dba Sun Stop #425

STREET ADDRESS OF BUSINESS 525 W. Shotwell St

NAME OF APPLICANT/OWNER Glennie C. Bench

NAME OF MANAGER Frederica Smith

- Completed Application ✓
- Paid Fee ✓
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshall/Building Official HL
- Personal Statement ✓
- Notarized Affidavits if applicable (**required for new owner and manager**) ✓
- Copy of Driver's License or current Photo Identification ✓
- Background Check Payment: YES NO _____
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety BSU for WPC
- Approval by Director of Administrative Services AS
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7211

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	<input checked="" type="checkbox"/> Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Port I Liguors, LLC

STREET ADDRESS OF BUSINESS 504 Albany Rd

NAME OF APPLICANT/OWNER Thomas J. Knight

NAME OF MANAGER Thomas J. Knight

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official ✓
- Personal Statement
- Notarized Affidavits if applicable (**required for new owner and manager**) w/a
- Copy of Driver's License or current Photo Identification w/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety RSW for WPC
- Approval by Director of Administrative Services RAM
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7216

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
<input checked="" type="checkbox"/> Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Laredo Grill of Bainbridge, Inc.

STREET ADDRESS OF BUSINESS 1411 Tallahassee Hwy

NAME OF APPLICANT/OWNER Hector Bautista Sr.

NAME OF MANAGER Hector Bautista Sr.

- Completed Application ✓
- Paid Fee ✓
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshall/Building Official RP
- Personal Statement ✓
- Notarized Affidavits if applicable (**required for new owner and manager**) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety RP for WFL
- Approval by Director of Administrative Services _____
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7388

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
<input checked="" type="checkbox"/> Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	<input type="checkbox"/> Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	<input type="checkbox"/> Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Beef O' Brady's Family Sports Pub

STREET ADDRESS OF BUSINESS 1408 Tallahassee Hwy J-K

NAME OF APPLICANT/OWNER Ronald M Wood

NAME OF MANAGER Ronald M Wood

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official WV
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) N/A
- Copy of Driver's License or current Photo Identification N/A
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety WV
- Approval by Director of Administrative Services WV
- Approval by City Manager and/or, Mayor and City Council _____

P

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist
LICENSE # 7400
CITY COUNCIL MEETING DATE 12/30/2022
NEW _____ **RENEWAL** **AMENDED** _____
TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Rambai Investment Inc, DBA King's Korner Food Mart

STREET ADDRESS OF BUSINESS 308 N. Sims Street

NAME OF APPLICANT/OWNER Vijalben B. Patel

NAME OF MANAGER Brijesh Kumar J. Patel

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official VP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) N/A
- Copy of Driver's License or current Photo Identification N/A
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety VP
- Approval by Director of Administrative Services AT
- Approval by City Manager and/or, Mayor and City Council _____

P

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7437
 CITY COUNCIL MEETING DATE 12/20/2022
 NEW _____ RENEWAL AMENDED _____
 TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	<input type="checkbox"/> Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Burns-Shivers American Legion Post 502
 STREET ADDRESS OF BUSINESS 1032 Vada Rd
 NAME OF APPLICANT/OWNER Samuel Lee Anderson
 NAME OF MANAGER Samuel Lee Anderson

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official KP
- Personal Statement
- Notarized Affidavits if applicable (**required for new owner and manager**) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety ASW for WPG
- Approval by Director of Administrative Services RHJ
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7438

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Amiri Dohan, Inc dba Stop N Buy

STREET ADDRESS OF BUSINESS 835 Dohan Rd

NAME OF APPLICANT/OWNER Anand M. Patel

NAME OF MANAGER Anand M. Patel

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official VP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety ASW for WFE
- Approval by Director of Administrative Services [Signature]
- Approval by City Manager and/or, Mayor and City Council _____

P

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist
LICENSE # 7446
CITY COUNCIL MEETING DATE 12/20/2022
NEW _____ **RENEWAL** **AMENDED** _____
TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Junior Mall

STREET ADDRESS OF BUSINESS 417 N Scott Street

NAME OF APPLICANT/OWNER Donovan Roy Griffin

NAME OF MANAGER Donovan Roy Griffin

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official [Signature]
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) N/A
- Copy of Driver's License or current Photo Identification N/A
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety [Signature]
- Approval by Director of Administrative Services [Signature]
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7448

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Country Store, Inc

STREET ADDRESS OF BUSINESS 1105 Duthan Rd

NAME OF APPLICANT/OWNER Susan B O'Neal

NAME OF MANAGER Susan B. O'Neal

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official SP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) w/A
- Copy of Driver's License or current Photo Identification w/A
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety NSW for WFC
- Approval by Director of Administrative Services LAB
- Approval by City Manager and/or, Mayor and City Council _____

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City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist
LICENSE # 7449
CITY COUNCIL MEETING DATE 10/20/2021
NEW _____ RENEWAL AMENDED _____
TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Winn Dixie Stores, Inc. dba Winn Dixie #0169

STREET ADDRESS OF BUSINESS 915 Shotwell Street

NAME OF APPLICANT/OWNER M. Sandlin Grimm

NAME OF MANAGER Tony P Massey, Jr.

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official VP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*)
- Copy of Driver's License or current Photo Identification
- Background Check Payment: YES NO _____
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety WFG
- Approval by Director of Administrative Services AT
- Approval by City Manager and/or, Mayor and City Council _____

P

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7450

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Barnard's Wells, Inc. dba Nic's Quick Stop

STREET ADDRESS OF BUSINESS 1201 E. Shotwell Street

NAME OF APPLICANT/OWNER Nicole Wells

NAME OF MANAGER Nicole Wells

- Completed Application ✓
- Paid Fee ✓
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshall/Building Official KS
- Personal Statement ✓
- Notarized Affidavits if applicable (*required for new owner and manager*) na
- Copy of Driver's License or current Photo Identification na
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety BSW for WFG
- Approval by Director of Administrative Services ANT
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7458

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Wal-Mart East, LP dba Walmart #5422

STREET ADDRESS OF BUSINESS 500 East Alice Street

NAME OF APPLICANT/OWNER Marid Junious

NAME OF MANAGER Marid Junious

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official KP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) N/A
- Copy of Driver's License or current Photo Identification N/A
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety WR
- Approval by Director of Administrative Services [Signature]
- Approval by City Manager and/or, Mayor and City Council _____

P

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 1459

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Gas-up, Inc. dba Woodall's

STREET ADDRESS OF BUSINESS 1100 E Shotwell Street

NAME OF APPLICANT/OWNER John B. Woodall

NAME OF MANAGER Sallie Scott

- Completed Application ✓
- Paid Fee ✓
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshall/Building Official KP
- Personal Statement ✓
- Notarized Affidavits if applicable (*required for new owner and manager*) ✓
- Copy of Driver's License or current Photo Identification
- Background Check Payment: YES NO _____
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety WV
- Approval by Director of Administrative Services [Signature]
- Approval by City Manager and/or, Mayor and City Council _____

P

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7462

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Georgia CVS Pharmacy, LLC dba CVS Pharmacy #4535

STREET ADDRESS OF BUSINESS 817 E. Shotwell St

NAME OF APPLICANT/OWNER Linda Cimbron

NAME OF MANAGER Jennifer Davis

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official VP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety BSW for WFG
- Approval by Director of Administrative Services AM
- Approval by City Manager and/or, Mayor and City Council _____

P

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7463

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Dixie Dandy

STREET ADDRESS OF BUSINESS 1015 Dothan Rd

NAME OF APPLICANT/OWNER Carla G. Chastain

NAME OF MANAGER Carla G. Chastain

- Completed Application ✓
- Paid Fee ✓
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshall/Building Official RP
- Personal Statement ✓
- Notarized Affidavits if applicable (*required for new owner and manager*) w/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety for WRG
- Approval by Director of Administrative Services SM
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7464

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
<input checked="" type="checkbox"/> Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS San Marco's Mexican Grill, Inc

STREET ADDRESS OF BUSINESS 1408 Tallahassee Hwy Suite A

NAME OF APPLICANT/OWNER Anna Gomez

NAME OF MANAGER Anna Gomez

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official RP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) w/a
- Copy of Driver's License or current Photo Identification w/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety RP for WFG
- Approval by Director of Administrative Services AT
- Approval by City Manager and/or, Mayor and City Council _____

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City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7465

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
<input checked="" type="checkbox"/> Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Bainbridge Country Club, LLC

STREET ADDRESS OF BUSINESS 312 Country Club Rd

NAME OF APPLICANT/OWNER Michael Harrell

NAME OF MANAGER Michael Harrell

- Completed Application ✓
- Paid Fee ✓
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshall/Building Official RP
- Personal Statement ✓
- Notarized Affidavits if applicable (*required for new owner and manager*) w/a
- Copy of Driver's License or current Photo Identification w/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety RP for WFC
- Approval by Director of Administrative Services 2/1/21
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7668

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	<input checked="" type="checkbox"/> Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Roy's Package Store

STREET ADDRESS OF BUSINESS 204 W. Louise Street

NAME OF APPLICANT/OWNER Mina Modi

NAME OF MANAGER Mina Modi

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official KP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) N/A
- Copy of Driver's License or current Photo Identification N/A
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety WV
- Approval by Director of Administrative Services AMT
- Approval by City Manager and/or, Mayor and City Council _____

City of BAINBRIDGE GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7780

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Bearcat Express

STREET ADDRESS OF BUSINESS 500 E. Calhoun St

NAME OF APPLICANT/OWNER Chirag N. Patel

NAME OF MANAGER Chirag N. Patel

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official KP
- Personal Statement
- Notarized Affidavits if applicable (**required for new owner and manager**) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety APV for VRC
- Approval by Director of Administrative Services AS
- Approval by City Manager and/or, Mayor and City Council _____

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City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7788

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	<input checked="" type="checkbox"/> Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Olive Grove, LLC dba Olive Grove Fine Wine & Spirit

STREET ADDRESS OF BUSINESS 1411 Tallahassee Hwy

NAME OF APPLICANT/OWNER Sandy F. Malone

NAME OF MANAGER Sandy F. Malone

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official KE
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) N/A
- Copy of Driver's License or current Photo Identification N/A
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety RCW RW WFG
- Approval by Director of Administrative Services _____
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7793

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Amiri Bainbridge, Inc dba Stop N Shop

STREET ADDRESS OF BUSINESS 1030 E Shotwell Street

NAME OF APPLICANT/OWNER Mukeshkumar L. Patel

NAME OF MANAGER Mukeshkumar L. Patel

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official KP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) W/A
- Copy of Driver's License or current Photo Identification
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety RV for WFLG
- Approval by Director of Administrative Services AT
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 7824

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Westside Bart-Tackle

STREET ADDRESS OF BUSINESS 812 Spring Creek Rd

NAME OF APPLICANT/OWNER Deborah Harrell

NAME OF MANAGER Deborah Harrell

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official VP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety WV
- Approval by Director of Administrative Services [Signature]
- Approval by City Manager and/or, Mayor and City Council _____

P

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 8007

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
<input checked="" type="checkbox"/> Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Bonnie Blue House

STREET ADDRESS OF BUSINESS 713 Calhoun Street

NAME OF APPLICANT/OWNER Jared Godwin

NAME OF MANAGER Jared Godwin

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official AP
- Personal Statement
- Notarized Affidavits if applicable (**required for new owner and manager**) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety APW for WFG
- Approval by Director of Administrative Services AM
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 8705

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00	Bar Fee: \$4,800.00 Late Fee:

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Food Giant Supermarkets, Inc dba

STREET ADDRESS OF BUSINESS 1615 E. Shattuck

NAME OF APPLICANT/OWNER Steve Malone

NAME OF MANAGER Lee Johnson

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall
- Personal Statement
- Notarized Affidavits if applicable (*required for new owners*)
- Copy of Driver's License or current Photo Identification
- Background Check Payment: YES NO _____
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety AW for WFC
- Approval by Director of Administrative Services AW
- Approval by City Manager and/or, Mayor and City Council

Lee Johnson #8705
 1999
 Furnishing to purchase
 legal age of alcohol
 (Guilty)
 1999
 Burglary (Guilty)
 2000
 Simple Battery (Guilty)
 2002 Battery (Guilty)
 2011 #8705
 Simple Battery
 (Dismissed)
 2015 Simple Battery
 (Dismissed)
 2015 Simple Battery F/V
 (Dismissed)
 2017 obstruction officer
 (Guilty)

P

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 8916

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Southwest Georgia Oil Co, Inc. Sun Stop #430

STREET ADDRESS OF BUSINESS 401 US Hwy 27 / Colquitt Highway

NAME OF APPLICANT/OWNER Michael W. Harrell

NAME OF MANAGER Glover McCall Burney

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official VP
- Personal Statement
- Notarized Affidavits if applicable (**required for new owner and manager**) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety PAW for WFG
- Approval by Director of Administrative Services RAH
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 8966

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Circle K Store, Inc. Circle K # 2723892

STREET ADDRESS OF BUSINESS 2011 Shotwell St.

NAME OF APPLICANT/OWNER Sandra Revell

NAME OF MANAGER Sandra Revell

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official KP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*)
- Copy of Driver's License or current Photo Identification
- Background Check Payment: YES NO _____
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety BP for WFLG
- Approval by Director of Administrative Services _____
- Approval by City Manager and/or, Mayor and City Council _____

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City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 8967

CITY COUNCIL MEETING DATE 12/21/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Circle K. Store, Inc Circle K 2723894

STREET ADDRESS OF BUSINESS 1405 Tallahassee Hwy

NAME OF APPLICANT/OWNER Sandra Revell

NAME OF MANAGER Sandra Revell

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official VP
- Personal Statement
- Notarized Affidavits if applicable (**required for new owner and manager**)
- Copy of Driver's License or current Photo Identification
- Background Check Payment: YES NO _____
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety AGW For WFG
- Approval by Director of Administrative Services _____
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 8968

CITY COUNCIL MEETING DATE 10/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Circle K Stores Inc. Circle K # 2723910

STREET ADDRESS OF BUSINESS 1800 Dothan Rd

NAME OF APPLICANT/OWNER Sandra Revell

NAME OF MANAGER Sandra Revell

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official XO
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*)
- Copy of Driver's License or current Photo Identification
- Background Check Payment: YES NO _____
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety APV for WFG
- Approval by Director of Administrative Services _____
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 9230

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail <input checked="" type="checkbox"/> Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Devineel/#1, LLC dba Downtown Foods

STREET ADDRESS OF BUSINESS 241 S. West Street

NAME OF APPLICANT/OWNER Hashwinkumar Patel

NAME OF MANAGER Hashwinkumar Patel

- Completed Application ✓
- Paid Fee ✓
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshall/Building Official KP
- Personal Statement ✓
- Notarized Affidavits if applicable (*required for new owner and manager*) N/A
- Copy of Driver's License or current Photo Identification N/A
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety WJ
- Approval by Director of Administrative Services AS
- Approval by City Manager and/or, Mayor and City Council _____

R
K

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 9485

CITY COUNCIL MEETING DATE 12/22/2022

NEW _____ RENEWAL _____ AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS The Brasserie on Broughton, LLC dba The American

STREET ADDRESS OF BUSINESS 122 E. Broughton St.

NAME OF APPLICANT/OWNER Tyler Thomas

NAME OF MANAGER Tyler Thomas

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official NP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety APV for WFG
- Approval by Director of Administrative Services LAT
- Approval by City Manager and/or, Mayor and City Council _____

P

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 9571

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	<input checked="" type="checkbox"/> Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Chuck's Package Store, LLC

STREET ADDRESS OF BUSINESS 925 E. Shotwell St

NAME OF APPLICANT/OWNER Charles W. Whittaker, Jr.

NAME OF MANAGER Charles W. Whittaker, Jr.

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official YR
- Personal Statement
- Notarized Affidavits if applicable (**required for new owner and manager**) na
- Copy of Driver's License or current Photo Identification na
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety GW for WFC
- Approval by Director of Administrative Services SWT
- Approval by City Manager and/or, Mayor and City Council _____

P

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist
LICENSE # 9720
CITY COUNCIL MEETING DATE 12/20/2022
NEW _____ RENEWAL AMENDED _____
TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Dolgencorp, LLC dba Dollar General Store #2349
STREET ADDRESS OF BUSINESS 426 N Broad St
NAME OF APPLICANT/OWNER Eric Bowman
NAME OF MANAGER Eric Bowman

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official HP
- Personal Statement
- Notarized Affidavits if applicable (**required for new owner and manager**)
- Copy of Driver's License or current Photo Identification
- Background Check Payment: YES NO _____
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety REW for VFG
- Approval by Director of Administrative Services _____
- Approval by City Manager and/or, Mayor and City Council _____

City of BAINBRIDGE GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 9721

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	<input checked="" type="checkbox"/> Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Dolgencorp, LLC dba Dollar General store #18939

STREET ADDRESS OF BUSINESS 2560 Thomasville Rd

NAME OF APPLICANT/OWNER Eric Bowman

NAME OF MANAGER Eric Bowman

- Completed Application ✓
- Paid Fee
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshall/Building Official KE
- Personal Statement ✓
- Notarized Affidavits if applicable (**required for new owner and manager**) ✓
- Copy of Driver's License or current Photo Identification ✓
- Background Check Payment: YES NO _____
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety RSW For WFG
- Approval by Director of Administrative Services _____
- Approval by City Manager and/or, Mayor and City Council _____

7

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 9819

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
<input checked="" type="checkbox"/> Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Brinkley Food Group, LLC dba Diablos Southwest Grill

STREET ADDRESS OF BUSINESS 105 N West Street

NAME OF APPLICANT/OWNER Anthony Chad Brinkley

NAME OF MANAGER Anthony Chad Brinkley

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official KP
- Personal Statement
- Notarized Affidavits if applicable (*required for new owner and manager*) N/A
- Copy of Driver's License or current Photo Identification N/A
- Background Check Payment: YES _____ NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety WV
- Approval by Director of Administrative Services ANT
- Approval by City Manager and/or, Mayor and City Council _____

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City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 9822

CITY COUNCIL MEETING DATE 12/20/2022

NEW _____ RENEWAL _____ AMENDED _____

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
<input checked="" type="checkbox"/> Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	<input checked="" type="checkbox"/> Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Southern Philosophy Brewing, Co. LLC

STREET ADDRESS OF BUSINESS 114 Broughton St.

NAME OF APPLICANT/OWNER Gallagher Dempsey

NAME OF MANAGER Gallagher Dempsey

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official VP
- Personal Statement
- Notarized Affidavits if applicable (**required for new owner and manager**) n/a
- Copy of Driver's License or current Photo Identification n/a
- Background Check Payment: YES _____ NO _____
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety WSW for WFG
- Approval by Director of Administrative Services ASJ
- Approval by City Manager and/or, Mayor and City Council _____

BAINBRIDGE-DECATUR

PLANNING COMMISSION

BAINBRIDGE-DECATUR COUNTY PLANNING COMMISSION

December 13th, 2022

6:00 p.m.

City Hall Council Chambers

- I. DETERMINATION OF A QUORUM
- II. CALL TO ORDER AND INVOCATION
- III. APPROVAL OF MINUTES OF PREVIOUS MEETING
- IV. NEW BUSINESS:

ITEM 1: CU-2022-005: Applicants Demetric & Thurman Stubbs are requesting a conditional use for a Cigar Bar & Hookah Lounge at 332 N. Broad St. The property is 0.11 acres and is zoned Central Business District (CBD).

ITEM 2: ZONE-2022-003: Applicant Scott & Karen Tobin (on behalf of Collins Family Mortuary) are requesting a rezoning from Office-Professional (O-P) to Highway Commercial (HC) for a funeral home at their property located at 203 W. Shotwell St (Parcel B0270009). The property is .30 acres.

- V. OLD BUSINESS
- VI. ADJOURNMENT

101 South Broad Street | Bainbridge, Georgia 39817
P.O. Box 158 | Bainbridge, Georgia 39818
(P) 22.248.2000 | (F) 22.246.7311 | www.bainbridgcity.com

BAINBRIDGE-DECATUR COUNTY PLANNING COMMISSION

September 13, 2022

6:00 p.m.

City Council Chambers

MINUTES

MEMBERS PRESENT: Frank Flowers, John Marshall, Keenan Adams, Valerie Stubbs

MEMBERS ABSENT: Zach McLendon, Alan Davis, Lachanda Mackey

OTHERS PRESENT: Steve O'Neil

I. CALL TO ORDER

Chairman Frank Flowers called the meeting to order at 6:00 P.M. then gave the invocation.

II. APPROVAL OF MINUTES OF PREVIOUS MEETING

Minutes from the August 9, 2022, meeting were presented to the Planning Commission. Commissioner Marshall made a motion to approve the minutes, seconded by Commissioner Adams and passed unanimously.

III. NEW BUSINESS

ITEM 1: CU-2022-004: Applicant Carolyn Cheatem is requesting a conditional use for a hair salon at 621 S. West St. The property is 0.46 acres and is zoned Office-Professional (O-P).

Ms. Cheatem came forward and explained her conditional use request for a hair salon at 621 S. West St.

After explanation of the conditional use request, Chairman Flowers asked Mr. O'Neil for staff opinion.

Mr. O'Neil stated that he had no issues with what she was proposing, and everything would be fine.

With no more discussion, Chairman Flowers called for a motion.

Commissioner Marshall made a motion to except the conditional use. The motion was seconded by Commissioner Stubbs and passed unanimously.

IV. Old Business: Discussion of variance criteria language

Mr. O'Neil explained the variance criteria language and there was a brief discussion about it. All the commissioners agreed on the language.

V. **Adjournment:** There being no more business, the meeting was adjourned.

Dr. Frank Flowers, Chairman

Demetric and Thurman Stubbs

Owners

Off The Hookah

323 N. Broad Street

Bainbridge, Ga 39817

Donquan100@yahoo.com / tj78stubbs@gmail.com

229-205-7461/ 229-400-5888

Dear City Officials,

We would like to present this letter of intent, signifying our company's interest in becoming an Official Hookah and Cigar Lounge.

The building of 332 N. Broad Street will be the location of choice and venue. Our intent is to serve Hookah as well as have a designated live Cigar area. We plan to serve Alcoholic beverages such as Beer, Liquor, and Wine. On certain occasions we will provide a DJ, Karaoke, live music or a combination. A small outside patio will be located in the back of the building for customers. There is a slight possibility of food truck catering on certain nights.

In line with this, we believe that our business is in line with the City's priorities, as we both cater to similar interests in this area.

We would highly appreciate it if you could provide all the necessary approvals to make this business thrive. We believe it would provide safe entertainment as well as provide a boost in the city economy.

Thank you very much and we hope to hear from you soon.

Sincerely,

Demetric and Thurman Stubbs

OFF THE HOOKAH

City of
BAINBRIDGE
GEORGIA

P.O. Box 158
Bainbridge, Ga. 39818

www.bainbridgecity.com

Phone: 229-248-2000
Fax: 229-246-7311

APPLICATION #: _____

FEE: \$150.00

CONDITIONAL USE APPLICATION

NOTICE: State Law O.C.G.A. 36-66-4 requires, "a local government taking action resulting in a zoning decision shall provide for a hearing on the proposed action at least 15 but not more than 45 days prior to the date of the hearing, the local government shall cause to be published within a newspaper of general circulation, within the territorial boundaries of the local government, a notice of hearing."

Said notice shall state the time, place, and purpose of the hearing; therefore, applicants must submit their complete application, an application complying with the procedural requirements of the city's zoning ordinance and found to be complete with regard to application materials, payment of fees, supportive material and any other application requirements specified prior to the newspaper public notice advertising deadline date needed to fulfill the requirements of O.C.G.A. 36-66-4. The zoning administrator and/or his representative shall have at least 10 days prior to the advertising deadline date to determine whether an application is complete and eligible for advertisement. Applications submitted less than 10 days prior to the advertising deadline date are not guaranteed to be reviewed or included in the required advertising. Such applications shall be held until the next application cycle.

APPLICATION INFORMATION

APPLICANT(S): Demetric Stubbs / Thurman Stubbs
ADDRESS: 328 Barber Rd Brinson GA 39825
PHONE: 229 205 7461 / 229 400 5888

PROPERTY INFORMATION

PROPERTY OWNER(S): Demetric Stubbs / Thurman Stubbs (Rowland Miller)
ADDRESS: 322 N Broad St. Bainbridge, GA 39817
PHONE: 229 205 7461 / 229 400 5888
LOCATION OF SUBJECT PROPERTY: Bainbridge GA

PROPERTY INFORMATION (continued)

TAX MAP: _____ PARCEL: _____ SIZE (ACRES): _____

ZONING DESIGNATION OF SUBJECT PROPERTY: _____

PROPOSED USE OF PROPERTY (BRIEF): Cigar Bar / Hookah Lounge

REQUIREMENTS FOR CONDITIONAL USE REQUESTS

Conditional use request applications *must* include the following:

- 1. APPLICATIONS REQUIREMENTS
(ZONING ORDINANCE TABLE 14.2.1) Page 5
- 2. PLAN REQUIREMENTS
(ZONING ORDINANCE TABLE 14.2.2) Page 5
- 3. ANALYSIS REQUIREMENTS (Forms provided on page 3)
(ZONING ORDINANCE TABLE 14.2.3) Page 6

<u>DK 24</u> Property Owner Signature	<u>Demetric Stobbs</u> Submitted By:
<u>10/20/22</u> Date	<u>10/20/22</u> Date

DEPARTMENT USE ONLY

SUBMITTAL DATE: 10/27/22 DATE CERTIFIED COMPLETE: _____

Department Representative Signature

CONDITIONAL USE APPLICATION

TABLE 14.2.3
ANALYSIS REQUIREMENTS

1. Existing use(s) of subject property: Unknown
2. Existing zoning of property contiguous with or located within 100 feet of subject property: No
3. Does the proposed conditional use request permit a use that is suitable in view of the use and development of adjacent and nearby property (existing land use)? Yes No
Explain: _____
4. Will the proposed conditional use result in a use which could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools? Yes No
Explain: _____
5. Is the proposed conditional use in conformity with the policy and intent of the comprehensive plan* including use element? Yes No
6. Are there other existing or changing conditions affecting the use and development of property which give supporting grounds for either approval or disapproval of the proposal? Yes No
7. Does the property to be affected by the proposed conditional use have a reasonable economic use as currently zoned? Yes No

*A copy of the city's future land use element (map and narrative), part of the city's adopted comprehensive plan, is available for public review inside the City Hall map room and on the city's website at www.bainbridgecit.com.

CONFLICT OF INTEREST IN ZONING DECISIONS
CAMPAIGN CONTRIBUTIONS

36-67A-3.

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing: (1) The name and official position of the local government official to whom the campaign contribution was made; and (2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.


(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.

(c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the Respective local government showing:

The name and official position of the local government official to whom the campaign contribution was made; and (2) the dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

I CERTIFY THAT ALL STATEMENTS FURNISHED IN THIS APPLICATION ARE TRUE TO THE BEST OF MY KNOWLEDGE AND I AM AWARE OF THE PROVISIONS CONTAINED IN O.C.G.A. 36-67A-3.

Property Owner(s) Signature:	
Address:	<u>328 Barber Rd Bremen GA 39825</u>

PUBLIC HEARING DATES

DATE OF PLANNING COMMISSION MEETING: 12/13/22 @ 6:00 p.m.

DATE OF CITY COUNCIL MEETING: 12/20/22 @ 6:30 p.m.

*Planning Commission meetings are held at 6:00 p.m. at City Hall in the City Council Chambers.
City Council meetings are held at 6:30 p.m. at City Hall in the City Council Chambers.*

**TABLE 14.2.1
APPLICATION REQUIREMENTS**

Application Requirement	Conditional Use
Application fee as established by resolution	Required - \$100.00
Application form furnished by the zoning administrator, including the applicant's signature and the property owner's signature	Required <i>CONDITIONAL USE APPLICATION</i>
Legal description of the property	Required
A survey plat of the property prepared by a registered land surveyor or, if the property is recorded on an existing plat in the land records of Decatur County, a copy of the correct county tax map found in the current tax mapping system of the county	Required
Letter of intent describing the proposed use of the property and/or other action requested	Required
Site plan of the property at an appropriate engineering scale showing the proposed use and relevant information regarding proposed improvements (see Section 14.2.8, "Plan Requirements")	Required
Description of efforts of any special conditions voluntarily made a part of the request	Required
Other information required by the zoning administrator	Maybe

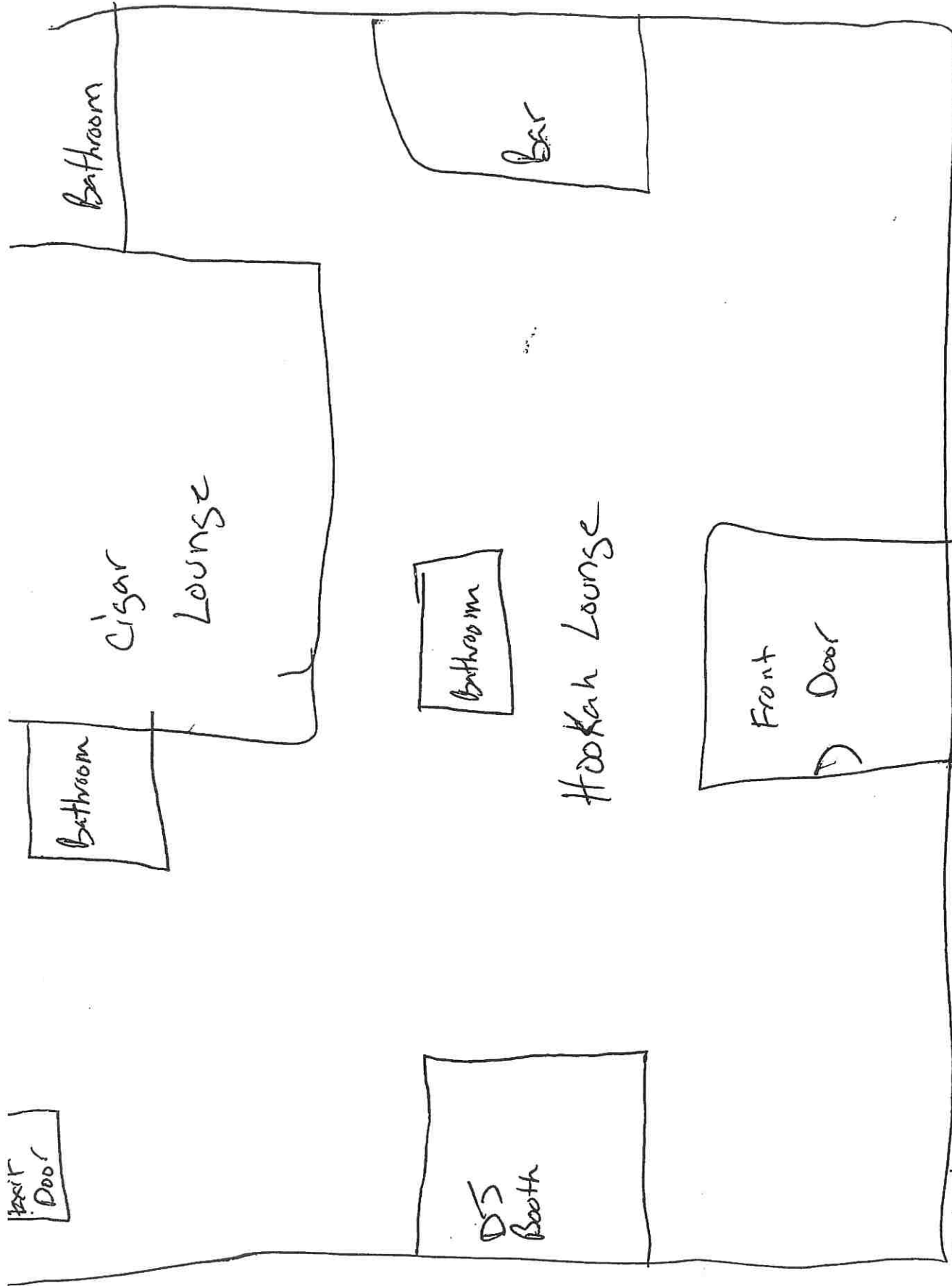
**TABLE 14.2.1
APPLICATION REQUIREMENTS**

Site Plan Requirement	Conditional Use
Footprints of existing and proposed buildings and structures	Required
Dimensions and locations of parking areas including internal circulation and driveway approaches	Required
Tree protection survey (if applicable)	Maybe
Dimensions and general location of any landscaping and/or buffers (if applicable)	Required
Preliminary drainage plans (if applicable)	Required
Method of water supply and sewage disposal if not available on-site (if applicable)	Required
Dimensional requirements by zoning district	Required
Specific use provisions (if applicable)	Required
General dimensional provisions (if applicable)	Required
General development requirements (if applicable)	Required
Application requirements (if applicable)	Required
Other Information as required by the Zoning Administrator	Maybe

**TABLE 14.2.3
ANALYSIS REQUIREMENTS**

Criteria Required to be Analyzed by Applicant and Review Bodies	Application for Conditional Use
1. Existing use(s) and zoning of subject property	Required
2. Existing zoning of nearby property	Required
3. Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property (existing land use)	Maybe
4. Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools	Required
5. Whether the proposal is in conformity with the policy and intent of the comprehensive plan including land use element ***	Required
6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal	Required
7. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned	Required

*** A copy of the city's future land use element (map and narrative), part of the city's adopted comprehensive plan, is available for public review inside the map room at City Hall.



Not drawn to scale

BAINBRIDGE-DECATUR

PLANNING COMMISSION

Staff Analysis

DATE: December 1, 2022

TO: Bainbridge-Decatur County Planning Commission, Mayor and City Council

FROM: Steve O'Neil, Community & Economic Development Director

SUBJECT: CU-2022-005

ITEM: CU-2022-005: Applicants Demetric & Thurman Stubbs are requesting a conditional use for a Cigar Bar & Hookah Lounge at 332 N. Broad St. The property is 0.11 acres and is zoned Central Business District (CBD).

Conditional use: A use that would not be appropriate generally or without restriction throughout a particular zoning district and is not automatically permitted by right within said zoning district, but which, if controlled as to number, area, location, relation to the neighborhood or other pertinent considerations, may be found to be compatible and approved by the Governing Body within that particular zoning district as provided in certain instances by this zoning ordinance. An approved conditional use runs with the property. -City of Bainbridge, GA, Zoning Ordinance.

CURRENT ZONING: (CBD) Central Business District



101 South Broad Street | Bainbridge, Georgia 39817
P.O. Box 158 | Bainbridge, Georgia 39818
(P) 229.248.2000 | (F) 229.246.7311 | www.bainbridgcity.com

BAINBRIDGE-DECATUR

PLANNING COMMISSION

Section 6.4.1. Purpose and Intent.

The CBD zoning district is intended to concentrate commercial stores and compatible uses within the center of Bainbridge. This district is unique in that the existing development pattern consists of buildings covering very large percentages of the lot, little if any building setbacks on front, side, and rear property lines, and a lack of off-street parking sufficient to meet the requirements of other commercial zoning districts. This district is distinguished from other commercial zoning districts in that greater building coverage is permitted and yard requirements are minimal. Permitted uses are those that contribute to a pedestrian-friendly central business district. Automobile-related facilities and services are not appropriate to this character and are therefore not permitted in the CBD zoning district.

The purpose of this zoning district is to foster and strengthen economic vitality of Bainbridge's downtown core area while respecting and enhancing the special character of existing development. The downtown core area is a compact assembly of storefront buildings, short walkable blocks, mixed uses, pedestrian amenities, consolidated off-street parking, and on-street parking. The city's downtown is so important and significant to the city that it justifies a special set of regulations designed to protect and enhance its character as new development occurs.

FUTURE LAND USE DESIGNATION: Central Business (CBD)

Analysis

The applicant's request to operate a Cigar Bar & Hookah Lounge is in line with goals and policies outlined the City's Comprehensive Plan and for that of the Central Business District. In discussions with the applicants they were made aware of proper ventilation requirements and other building code requirements and they have presented a layout of the proposed interior. They are also aware that no person under the age of 21 is allowed into the building either patron or staff.

Recommendation

Planning Staff recommend approval of the applicants conditional use request to operate a Cigar Bar & Hookah Lounge at 332 N. Broad St.



Collins Family Mortuary

502 W Shotwell Street, Bainbridge, GA 39819
Phone: (229) 416-4874 Fax: (229) 416-4875
collinsmortuary@gmail.com

November 3, 2022

To,
Argent Properties LLC
ATTN:
142 Gandy Hill Road, Bainbridge, Georgia 39819

Darrell E. Watkins, Jr of Collins Family Mortuary LLC would like to present this letter of intent to signify our interest in leasing the commercial property located at 203 E. Shotwell St, Bainbridridge, Georgia 39819 for the sole purpose of becoming the location for our funeral home.

We have been in business for a little over six years here in Bainbridge, Georgia and have been wondering about the property for quite some time now and we feel that we could serve our customers better due to the largeness and open space of the property. We have already inquired with the treasurer of the First United Methodist Church and she has stated that they would gladly come to a written agreement for the parking lot located directly next to the property, but only after going through the proper channels of protocol set forth by the church.

We pride ourselves on our unique level of professionalism, and we are always thinking of ways to be of an even better service to our community. We would like to show them that entrusting us with these services has not gone in vain. We aim to continue celebrating life, providing a different experience, and preserving life's most precious memories one family at a time.

Yours sincerely,

Darrell E. Watkins, II, President & CEO
Collins Family Mortuary LLC

P.O. Box 158
Bainbridge, Ga. 39818

www.bainbridgecity.com

Phone: 229-248-2000
Fax: 229-246-7311

APPLICATION #: _____

FEE: _____

ZONING CHANGE APPLICATION

WE, the undersigned, do hereby respectfully make application and petition the City Council to amend the Zoning Map of the City of Bainbridge as hereinafter requested. In support of this application the following facts are submitted:

APPLICANT(S): Seth and Karen Tobin
ADDRESS: 142 Gandy Hill Rd Bainbridge GA
PHONE NUMBER(S): 229-798-2522 or 850-566-2142

NOTICE: State Law O.C.G.A. 36-66-4 requires, "a local government taking action resulting in a zoning decision shall provide for a hearing on the proposed action at least 15 but not more than 45 days prior to the date of the hearing, the local government shall cause to be published within a newspaper of general circulation, within the territorial boundaries of the local government, a notice of hearing."

Said notice shall state the time, place, and purpose of the hearing; therefore, applicants must submit then **complete** application, an application complying with the procedural requirements of the city's zoning ordinance and found to be complete with regard to application materials, payment of fees, supportive material and any other application requirements specified prior to the newspaper public notice advertising deadline date needed to fulfill the requirements of O.C.G.A. 36-66-4. The zoning administrator and/or his representative shall have at least 10 days prior to the advertising deadline date to determine whether an application is complete and eligible for advertisement. Applications submitted less than 10 days prior to the advertising deadline date are not guaranteed to be reviewed or included in the required advertising. Such applications shall be held until the next application cycle.

INFORMATION ON PROPERTY DESIRED TO BE ZONED:

STREET ADDRESS: 203 W. Shotwell St
TAX MAP PAGE: _____ PARCEL: B0270009
SUBDIVISION (IF APPLICABLE): _____
FRONTAGE: 96 DEPTH: 137 ACRES: 0.3

PRESENT ZONING OF PROPERTY: Office pro
PRESENT USE OF PROPERTY: Vacant
PROPOSED ZONING OF PROPERTY: Funeral Home - ~~E3-Commercial~~ ^{HE}
PROPOSED USE OF PROPERTY: Funeral Home

ZONING CHANGE REQUIREMENTS:

Zoning change applications *must* include the following:

- 1. APPLICATIONS REQUIREMENTS
(ZONING ORDINANCE TABLE 14.2.1) Page 5
- 2. PLAN REQUIREMENTS
(ZONING ORDINANCE TABLE 14.2.2) Page 5
- 3. ANALYSIS REQUIREMENTS (Forms provided on page 3)
(ZONING ORDINANCE TABLE 14.2.3) Page 6

OWNERSHIP INFORMATION:

THE FOLLOWING ARE ALL OF THE PERSONS, FIRMS, OR CORPORATIONS OWNING PROPERTY INCLUDED WITHIN THE AREA DESIRED FOR ZONING CHANGE:

NAME:

MAILING ADDRESS:

Scott and Karen Tobin 142 Gandy Hill Rd
Bainbridge GA 39819

TIME SCHEDULE FOR DEVELOPMENT:

Jan 1st 2023

DEPARTMENT USE ONLY

SUBMITTAL DATE: 11/4/22 DATE CERTIFIED COMPLETE: 11/4/22

Department Representative Signature: 

ZONING CHANGE APPLICATION

TABLE 14.2.3 - ANALYSIS REQUIREMENTS

1. Existing zoning of property contiguous with or located within 100 feet of subject property:

R3 - Residential - Office prof

2. Does the proposed zoning change request permit a use that is suitable in view of the use and development of adjacent and nearby property (existing land use)? Yes No

Explain: _____

3. Will the proposed zone change result in a use which could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools? Yes No

Explain: _____

4. Is the proposed zoning change in conformity with the policy and intent of the comprehensive plan* including use element? Yes No

5. Are there other existing or changing conditions affecting the use and development of property which give supporting grounds for either approval or disapproval of the proposal? Yes No

6. Length of time the property has been vacant or unused as currently zoned? 2 yr

7. Does the property to be affected by the proposed conditional use have a reasonable economic use as currently zoned? Yes No

8. Description of all efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district and/or overlay district classification: Property was marketed as is for 6 months with no offers.

9. Does the proposed zoning change create a possible isolated zoning district unrelated to adjacent and nearby districts? Yes No

*A copy of the city's future land use element (map and narrative), part of the city's adopted comprehensive plan, is available for public review inside the City Hall map room and on the city's website at www.bainbridgecit.com.

CONFLICT OF INTEREST IN ZONING DECISIONS
CAMPAIGN CONTRIBUTIONS

36-67A-3.

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing: (1) The name and official position of the local government official to whom the campaign contribution was made; and (2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.

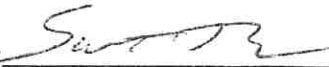
(c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the Respective local government showing:

The name and official position of the local government official to whom the campaign contribution was made; and (2) the dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

I CERTIFY THAT ALL STATEMENTS FURNISHED IN THIS APPLICATION ARE TRUE TO THE BEST OF MY KNOWLEDGE AND I AM AWARE OF THE PROVISIONS CONTAINED IN O.C.G.A. 36-67A-3.

Property Owner(s) Signature: _____



PUBLIC HEARING DATES

DATE OF PLANNING COMMISSION MEETING: 12/13/22 @ 6:00 p.m.

DATE OF CITY COUNCIL MEETING: 12/20/22 @ 6:30 p.m.

*Planning Commission meetings are held at 6:00 p.m. at City Hall in the City Council Chambers located upstairs.
City Council meetings are held at 6:30 p.m. at City Hall in the City Council Chambers located upstairs.*

**TABLE 14.2.1
APPLICATION REQUIREMENTS**

Application Requirement	Amendment to Official Zoning Map
Application fee as established by resolution	Required - \$100.00
Application form furnished by the zoning administrator, including the applicant's signature and the property owner's signature	Required <i>CONDITIONAL USE APPLICATION</i>
Legal description of the property	Required
A survey plat of the property prepared by a registered land surveyor or, if the property is recorded on an existing plat in the land records of Decatur County, a copy of the correct county tax map found in the current tax mapping system of the county	Required
Letter of intent describing the proposed use of the property and/or other action requested	Required
Site plan of the property at an appropriate engineering scale showing the proposed use and relevant information regarding proposed improvements (see Section 14.2.8, "Plan Requirements")	Required
Description of efforts of any special conditions voluntarily made a part of the request	Required
Other information required by the zoning administrator	Maybe

**TABLE 14.2.1
APPLICATION REQUIREMENTS**

Site Plan Requirement	Amendment to Official Zoning Map
Footprints of existing and proposed buildings and structures	Required
Dimensions and locations of parking areas including internal circulation and driveway approaches	Required
Tree protection survey (if applicable)	Maybe
Dimensions and general location of any landscaping and/or buffers (if applicable)	Required
Preliminary drainage plans (if applicable)	Required
Method of water supply and sewage disposal if not available on-site (if applicable)	Required
Dimensional requirements by zoning district	Required
Specific use provisions (if applicable)	Required
General dimensional provisions (if applicable)	Required
General development requirements (if applicable)	Required
Application requirements (if applicable)	Required
Other Information as required by the Zoning Administrator	Maybe

**TABLE 14.2.3
ANALYSIS REQUIREMENTS**

Criteria Required to be Analyzed by Applicant and Review Bodies	Application to Amend the Official Zoning Map
1. Existing use(s) and zoning of subject property	Required
2. Existing zoning of nearby property	Required
3. Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property (existing land use)	Maybe
4. Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools	Required
5. Whether the proposal is in conformity with the policy and intent of the comprehensive plan including land use element ***	Required
6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal	Required
7. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned	Required

*** A copy of the city's future land use element (map and narrative), part of the city's adopted comprehensive plan, is available for public review inside the map room at City Hall.

S McNAIR ST

Bainbridge

200

E0270008

203

E0270009

219

E0270010

319

E0270011

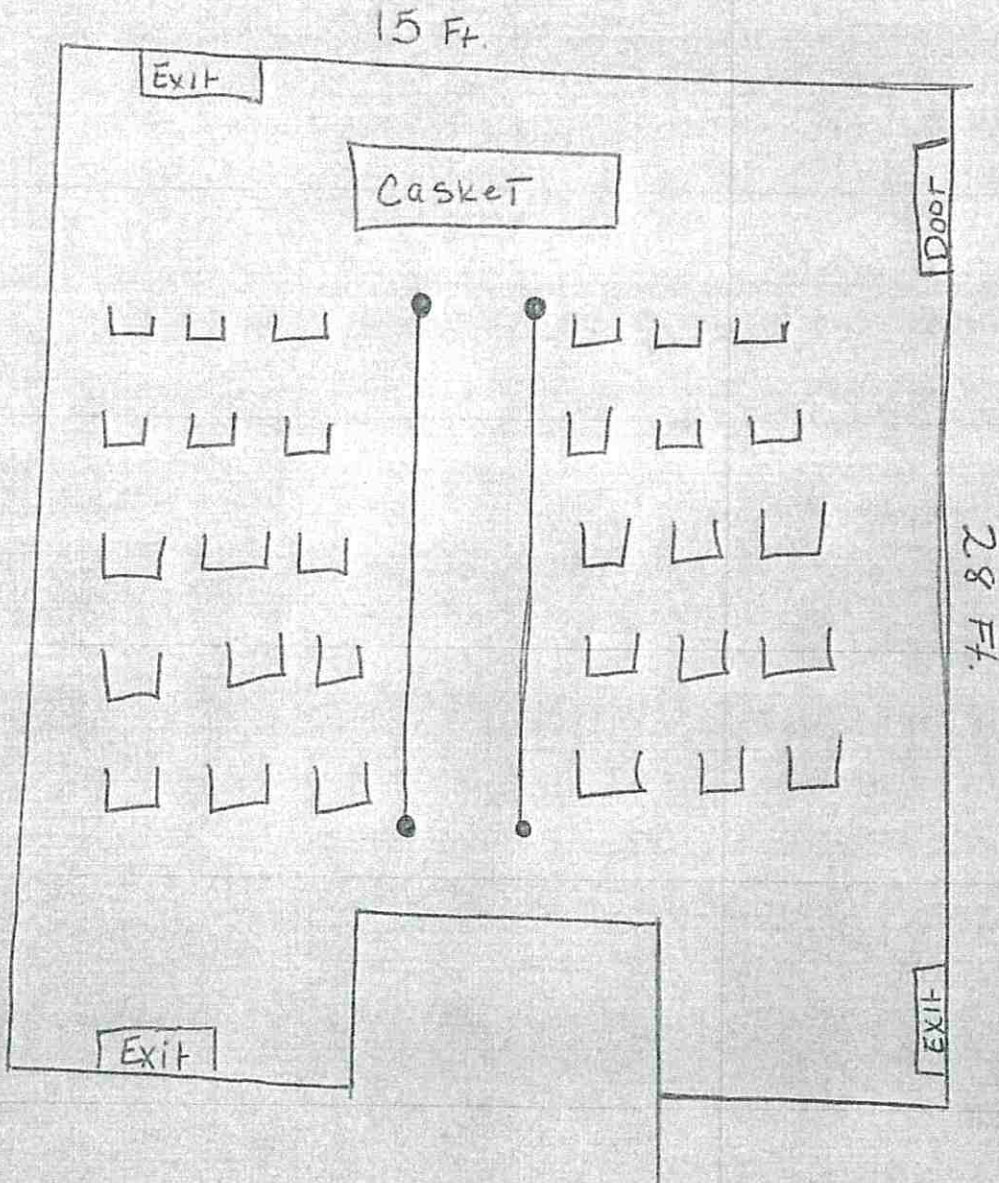
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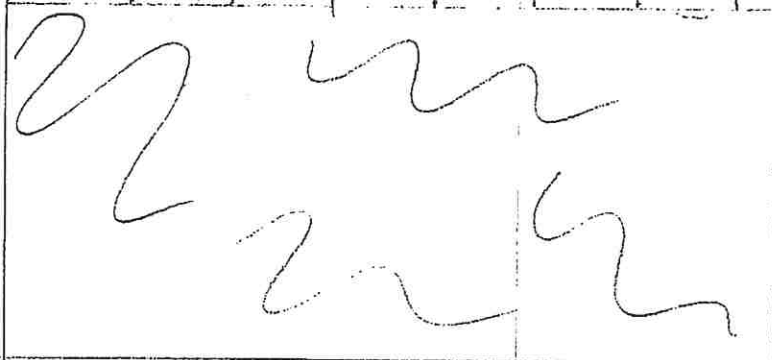
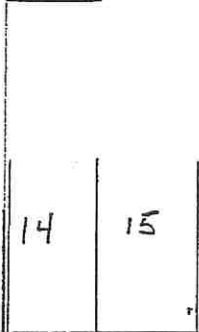
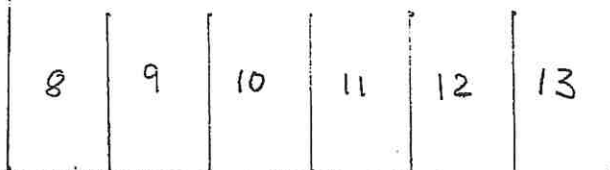
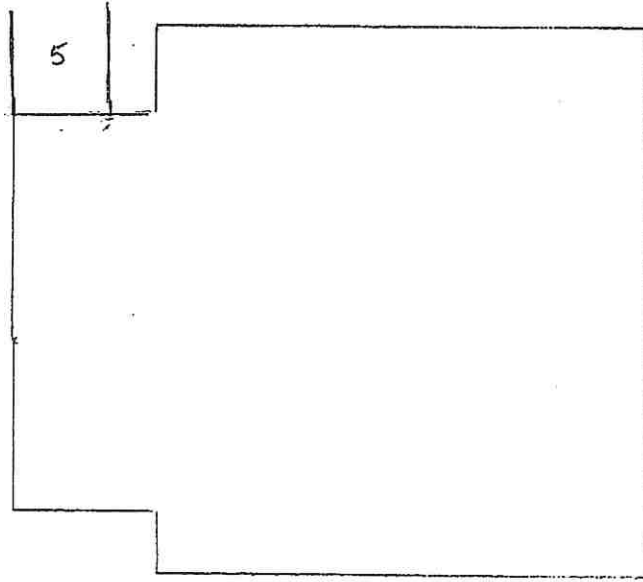
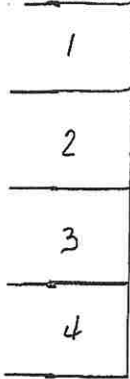
TOBIN SCOTT & KAREN A
203 SHOTWELL ST
0.30 Acres Value \$120,000

[View Record](#)

203 Shotwell



203 Shotwell



Staff Analysis

DATE: December 2, 2022

TO: Bainbridge-Decatur County Planning Commission, Mayor and City Council

FROM: Steve O’Neil, Community & Economic Development Director

SUBJECT: ZONE-2022-003

ITEM 1: ZONE-2022-003: Applicant Scott & Karen Tobin (on behalf of Collins Family Mortuary) are requesting a rezoning from Office-Professional (O-P) to Highway Commercial (HC) for a funeral home at their property located at 203 W. Shotwell St (Parcel B0270009). The property is .30 acres.

CURRENT ZONING: Office-Professional (O-P)

REQUESTED ZONING: Highway Commercial (HC)

FUTURE LAND USE DESIGNATION: Office-Professional

ANALYSIS:



Figure 1. Approximate Parcel boundaries

1. Existing Uses and Zoning of subject

property: Vacant Residential, former retail
Zoned Office-Professional

2. Existing zoning of nearby property: The property is surrounded by Public-Institutional, Highway Commercial, Office-Professional and UR-6

3. Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property (existing land use): The proposal for a funeral home is consistent with the use of adjacent properties.

4. Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools: The proposed development should not present any burden on existing streets, transportation facilities, utilities, schools, etc. if developed as proposed.

5. Whether the proposal is in conformity with the policy and intent of the comprehensive plan including land use element: The proposal is in conformity with the policy and intent of the comprehensive plan and land use element.

BAINBRIDGE-DECATUR

PLANNING COMMISSION

6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal: None noted.

7. Length of time the property has been vacant or unused as currently zoned: Two years.

8. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned: The property has reasonable economic return as currently zoned.

9. Description of all efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district and/or overlay district classification: Property was marketed as is for six months with no offers

10. The possible creation of an isolated zoning district unrelated to adjacent and nearby districts: No.

RECOMMENDATION: Historically, parking has been the issue with funeral home proposals. The state minimum requirements for a “chapel” or viewing area is 30 seats. The applicant’s layout shows 30 seats. The parking requirements for funeral homes according to the zoning ordinance is 1 parking space per four seats in the largest chapel. The funeral home has presented a site layout showing 15 onsite parking spaces and meets the requirements set forth by the ordinance for parking. The funeral home is also (at the time of writing this) in negotiations with the Methodist church to utilize parking in the adjoining parking lot to the West.

Staff have concerns about rezoning this property to Highway Commercial without placing a condition on the property that if the funeral home ceases operation the property immediately reverts back to Office-Professional. Admittedly, the likelihood of the property being converted to a use that is allowed in the Highway Commercial that is undesirable in this location is small but feel that it is important to protect character of the site. With that being said, staff recommend approval of the applicants request with a condition that if the funeral ceases operations at this location the zoning of the property will automatically revert to Office-Professional.

BAINBRIDGE-DECATUR COUNTY PLANNING COMMISSION

December 13, 2022

6:00 p.m.

City Council Chambers

MINUTES

MEMBERS PRESENT: Frank Flowers, John Marshall, Lachanda Mackey, Valerie Stubbs

MEMBERS ABSENT: Zach McLendon, Alan Davis, Keenan Adams

OTHERS PRESENT: Steve O'Neil

I. CALL TO ORDER

Chairman Frank Flowers called the meeting to order at 6:00 P.M. then gave the invocation.

II. APPROVAL OF MINUTES OF PREVIOUS MEETING

Minutes from the September 9th, 2022, meeting were presented to the Planning Commission. Commissioner Marshall made a motion to approve the minutes, seconded by Commissioner Mackey and passed unanimously.

III. NEW BUSINESS

ITEM 1: CU-2022-005: Applicants Demetric & Thurman Stubbs are requesting a conditional use for a Cigar Bar & Hookah Lounge at 332 N. Broad St. The property is 0.11 acres and is zoned Central Business District (CBD).

Applicants Demetric and Thurman Stubbs came forward and explained her conditional use request for a Cigar & Hookah Lounge at 332 N. Broad St.

Commissioner Marshall asked about the hours the proposed use would be open and the applicants responded 2pm to 2am.

Commissioner Marshall asked further about security and whether they would be licensed or non-licensed. The applicants explained that security would be present in the evening and at night. They would start out with unlicensed security but any special events would require extra security that would be licensed.

Commissioner Marshall asked about potential occupancy of the building and what they were expecting.

Commissioner Marshall asked if there were any other potential problems that they see may be an issue. The applicants explained that they were concerned about people gathering outside the building and not coming inside. Applicants explained that if that became a problem they would contact public safety. Patrons to the proposed use would be 25 or older despite the state minimum age being 21.

Chairman Flowers then asked if anyone would like to speak against the proposed use. There were none.

After explanation of the conditional use request, Chairman Flowers asked Mr. O'Neil for staff opinion.

Mr. O'Neil stated that he had met and discussed age restrictions and ventilation in the building with the applicants and made them aware. Mr. O'Neil recommended approval.

With no more discussion, Chairman Flowers called for a motion.

Commissioner Marshall made a motion to approve the conditional use. The motion was seconded by Commissioner Mackey and passed unanimously.

ITEM 2: ZONE-2022-003: Applicant Scott & Karen Tobin (on behalf of Collins Family Mortuary) are requesting a rezoning from Office-Professional (O-P) to Highway Commercial (HC) for a funeral home at their property located at 203 W. Shotwell St (Parcel B0270009). The property is .30 acres.

Applicants Darrell Watkins and Zach Fraser of Collins Family Mortuary presented their proposed project. They explained that they are working with the Methodist Church on off site parking next door but explained that the church did not want to enter into an agreement and basically took the attitude of "the parking lot is there. Use it. We don't plan on towing cars." The applicants explained that they are having issues with their current parking arrangements due to the fact that virtually all of their parking is currently off-site and owned by a bank.

Chairman Flowers asked if anyone would like to speak in opposition to the proposed rezoning.

Leslie Taylor (118 Flint St) had concerns about traffic and parking for larger funerals. Commissioner Marshall asked if there is anything the applicants can do to satisfy her (Ms. Taylor). Ms. Taylor did not have an answer to that. Commissioner Marshall asked if she would be willing to sit down and meet with representatives of the funeral home to discuss and she said she would be willing.

After explanation of the conditional use request, Chairman Flowers asked Mr. O'Neil for staff opinion.

Mr. O'Neil reviewed the parking situation and made a recommendation for approval with a condition that if the funeral home ceases operation the property would revert back to Office-Professional.

Chairman Flowers called for a motion. A motion to approve as requested with no stipulations was made by Commissioner Mackey and seconded by Commissioner Marshall. Vote was unanimous in favor of the rezoning.

IV. Old Business:

V. Adjournment: There being no more business, the meeting was adjourned.

Stock # 108503/107851 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information

Shipping Address

Customer # 11812
Customer Name City of Bainbridge
1503 Pierce Street
Bainbridge, Ga 39817

Phone # 229-258-2018 P.O. #/Job # _____ Ordered By City of Bainbridge

Project _____ Job Location _____ Salesman Gaspar Lasanta

Delivered By: RKTR Lessee Other _____ Date/Time Shipped _____

Returned By: RKTR Lessee Other _____ Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
1M2TE2GC8NM007266		2022 Mack Front Loader	13 Month	\$ 5,696.66	\$ 74,056.58

Note: Lease Agreement is valid for a period of one (13) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts _____ Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT

Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Tax Rate 0

Lease Amount \$ 74,056.58

Sales Tax \$ 0.00

Transportation \$ 0.00

Total \$ 74,056.58

Replacement Value of Vehicle: 279,900.00

Total Due \$ 74,056.58

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____

Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____

Prepared By: Joanie Beckwith Date
12/5/2022

Lessee Name/Title (Print) _____

Reviewed By: _____

Company Name _____

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, Inc. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein, Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (8 hours per day, 55 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Leases are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3. USE OF EQUIPMENT - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, Lessee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any other special context; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

4. SERVICE - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessors discretion only.

5. INSURANCE - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor. Lessee shall also maintain worker's compensation insurance to extent required by law.

6. INDEMNITY - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

9. LEASE - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

11. DEFAULT - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, Lessee and remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee, EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD. LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASED, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

13. TITLES, HEADINGS AND CAPTIONS - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

14. ENTIRE AGREEMENT - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

15. NO WAIVER - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

16. PUBLIC RECORDS - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

Stock # 107949/108501 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information

Shipping Address

Customer # 11812
Customer Name City of Bainbridge Fleet
1503 Pierce St
Bainbridge, Ga 39817

Phone # 229-248-2018 P.O. #/Job # _____ Ordered By City of Bainbridge

Project _____ Job Location _____ Salesman Gaspar Lasanta

Delivered By: RKTR Lessee Other _____ Date/Time Shipped _____

Returned By: RKTR Lessee Other _____ Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
1M2TE2GC5NM006883		2022 Mack FL	13 Month	\$ 5,780.00	\$ 75,140.00

Note: Lease Agreement is valid for a period of one (13) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts _____ Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 75,140.00
Sales Tax	\$ 0.00
Transportation	\$ 0.00
Total	\$ 75,140.00

Replacement Value of Vehicle: 279,900.00 Total Due \$ 75,140.00

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____

Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____ Prepared By: Joanie Beckwith _____ Date 12/1/2022

Lessee Name/Title (Print) _____ Reviewed By: _____

Company Name _____

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein, Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (8 hours per day, 55 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Lessee is F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3. USE OF EQUIPMENT - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, Lessee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

4. SERVICE - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessors discretion only.

5. INSURANCE - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance occurrence involving Equipment, Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor. Lessee shall also maintain worker's compensation insurance to extent required by law.

6. INDEMNITY - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

9. LEASE - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

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12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty, any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

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15. NO WAIVER - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

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1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is to be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

Stock # 107853/108502 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information

Shipping Address

Customer # 11812

Customer Name City of Bainbridge Fleet

1503 Pierce St

Bainbridge, Ga 39817

Phone # 229-248-2018 P.O. #/Job # _____ Ordered By City of Bainbridge

Project _____ Job Location _____ Salesman Gaspar Lasanta

Delivered By: RKTR Lessee Other _____ Date/Time Shipped _____

Returned By: RKTR Lessee Other _____ Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
1M2TE2GC5NM007256		2022 Mack FL	13 Month	\$ 5,780.00	\$ 75,140.00

Note: Lease Agreement is valid for a period of one (13) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts _____ Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 75,140.00
Sales Tax	\$ 0.00
Transportation	\$ 0.00
Total	\$ 75,140.00

Replacement Value of Vehicle: 279,900.00 Total Due \$ 75,140.00

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____

Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____ Prepared By: Joanie Beckwith Date 12/1/2022

Lessee Name/Title (Print) _____ Reviewed By: _____

Company Name _____

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, Inc. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein, Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (8 hours per day, 55 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Lessee as F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3. USE OF EQUIPMENT - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, Lessee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contest; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

4. SERVICE - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water-and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessors discretion only.

5. INSURANCE - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor, Lessee shall also maintain worker's compensation insurance to extent required by law.

6. INDEMNITY - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

9. Lease - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

11. DEFAULT - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, Lessee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

13. TITLES, HEADINGS AND CAPTIONS - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

14. ENTIRE AGREEMENT - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

15. NO WAIVER - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

16. PUBLIC RECORDS - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

Stock # 107943/108522 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information

Shipping Address

Customer # 11812
Customer Name City of Bainbridge Fleet
1503 Pierce St
Bainbridge, Ga 39817

Phone # 229-248-2018 P.O. #/Job # _____ Ordered By City of Bainbridge

Project _____ Job Location _____ Salesman Gaspar Lasanta

Delivered By: RKTR Lessee Other _____ Date/Time Shipped _____

Returned By: RKTR Lessee Other _____ Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
3ALHCYD21NDNM0321		2022 Freightliner ASL	13 Month	\$ 5,780.00	\$ 75,140.00

Note: Lease Agreement is valid for a period of one (13) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts _____ Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Tax Rate 0

Lease Amount \$ 75,140.00

Sales Tax \$ 0.00

Transportation \$ 0.00

Total \$ 75,140.00

Replacement Value of Vehicle: 279,900.00

Total Due \$ 75,140.00

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____

Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____

Prepared By: Joanie Beckwith

Date
12/1/2022

Lessee Name/Title (Print) _____

Reviewed By: _____

Company Name _____

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein, Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (8 hours per day, 55 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Lessee is F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

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4. SERVICE - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessors discretion only.

5. INSURANCE - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor, Lessee shall also maintain worker's compensation insurance to extent required by law.

6. INDEMNITY - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida Statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

9. LEASE - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

11. DEFAULT - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

13. TITLES, HEADINGS AND CAPTIONS - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

14. ENTIRE AGREEMENT - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

15. NO WAIVER - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

16. PUBLIC RECORDS - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section 4.4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

Stock # 108525/107951 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information

Shipping Address

Customer # 11812
Customer Name City of Bainbridge
1503 Pierce Street
Bainbridge, Ga 39817

Phone # 229-258-2018 P.O. #/Job # _____ Ordered By City of Bainbridge

Project _____ Job Location _____ Salesman Gaspar Lasanta

Delivered By: RKTR Lessee Other _____ Date/Time Shipped _____

Returned By: RKTR Lessee Other _____ Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
3ALHCYD27NDNM0324		2022 Freightliner ASL	13 Month	\$ 5,696.66	\$ 74,056.58

Note: Lease Agreement is valid for a period of one (13) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts _____ Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 74,056.58
Sales Tax	\$ 0.00
Transportation	\$ 0.00
Total	\$ 74,056.58
Total Due	\$ 74,056.58

Replacement Value of Vehicle: 279,900.00

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____

Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____ Prepared By: Joanie Beckwith Date 12/5/2022

Lessee Name/Title (Print) _____ Reviewed By: _____

Company Name _____

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein, Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (8 hours per day, 55 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Lessee is F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3. USE OF EQUIPMENT - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, Lessee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contest; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed void without Lessor's permission.

4. SERVICE - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with. Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessor's discretion only.

5. INSURANCE - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor. Lessee shall also maintain worker's compensation insurance to extent required by law.

6. INDEMNITY - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida Statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 788.28, Florida Statutes, as that section existed at the inception of this Agreement.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

9. Lease - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

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12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

13. TITLES, HEADINGS AND CAPTIONS - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

14. ENTIRE AGREEMENT - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

15. NO WAIVER - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

16. PUBLIC RECORDS - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is to be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

Stock # 107944/108523 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

	<i>Lessee Information</i>	<i>Shipping Address</i>
Customer #	11812	_____
Customer Name	City of Bainbridge Fleet	_____
	1503 Pierce St	_____
	Bainbridge, Ga 39817	_____

Phone #	229-248-2018	P.O. #/Job #	_____	Ordered By	City of Bainbridge
Project	_____	Job Location	_____	Salesman	Gaspar Lasanta
Delivered By:	<input checked="" type="checkbox"/> RKTR <input type="checkbox"/> Lessee <input type="checkbox"/> Other			Date/Time Shipped	_____
Returned By:	<input checked="" type="checkbox"/> RKTR <input type="checkbox"/> Lessee <input type="checkbox"/> Other			Date/Time Shipped	_____

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
3ALHCYD23NDNM0322		2022 Freightliner ASL	13 Month	\$ 5,780.00	\$ 75,140.00

Note: Lease Agreement is valid for a period of one (13) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.
 Lease Starts _____ Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____
 No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.
 Oil & filters must be changed every 200 hours.
 Customer is responsible for displaying name and DOT Number on cab.
 All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 75,140.00
Sales Tax	\$ 0.00
Transportation	\$ 0.00
Total	\$ 75,140.00
Replacement Value of Vehicle: 279,900.00	Total Due \$ 75,140.00

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____	Policy No. _____	Exp. Date _____
Minimum Property Damage Coverage \$ _____	Date Insurance Certificate Received _____	

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____	Prepared By: Joanie Beckwith _____	Date 12/1/2022
Lessee Name/Title (Print) _____	Reviewed By: _____	
Company Name _____		

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein, Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (8 hours per day, 55 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Lessee is F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3. USE OF EQUIPMENT - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

4. SERVICE - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessors discretion only.

5. INSURANCE - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor, Lessee shall also maintain worker's compensation insurance to extent required by law.

6. INDEMNITY - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

9. Lease - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

11. DEFAULT - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expense which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

13. TITLES, HEADINGS AND CAPTIONS - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

14. ENTIRE AGREEMENT - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

15. NO WAIVER - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

16. PUBLIC RECORDS - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

Stock # 108113 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

	<i>Lessee Information</i>	<i>Shipping Address</i>
Customer #	<u>11812</u>	_____
Customer Name	<u>City of Bainbridge</u>	_____
	<u>1503 Pierce Street</u>	_____
	<u>Bainbridge, Ga 39817</u>	_____

Phone # 229-258-2018 P.O. #/Job # _____ Ordered By City of Bainbridge
 Project _____ Job Location _____ Salesman Gaspar Lasanta
 Delivered By: RKTR Lessee Other _____ Date/Time Shipped _____
 Returned By: RKTR Lessee Other _____ Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
1M2TE2GC8NM007266		2022 Freightliner ASL	13 Month	\$ 6,105.00	\$ 79,365.00

Note: Lease Agreement is valid for a period of one (13) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts _____ Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 79,365.00
Sales Tax	\$ 0.00
Transportation	\$ 0.00
Total	\$ 79,365.00

Replacement Value of Vehicle: 279,900.00

Total Due \$ 79,365.00

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____
 Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____ Prepared By: Joanie Beckwith Date
12/5/2022
 Lessee Name/Title (Print) _____ Reviewed By: _____
 Company Name _____

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein, Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, license, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (8 hours per day, 55 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Lessee is F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3. USE OF EQUIPMENT - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, Lessee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

4. SERVICE - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessors discretion only.

5. INSURANCE - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor. Lessee shall also maintain worker's compensation insurance to extent required by law.

6. INDEMNITY - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida Statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

9. Lease - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

11. DEFAULT - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, Lessee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

13. TITLES, HEADINGS AND CAPTIONS - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

14. ENTIRE AGREEMENT - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

15. NO WAIVER - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

16. PUBLIC RECORDS - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

Stock # 108524/107946 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

	<i>Lessee Information</i>	<i>Shipping Address</i>
Customer #	11812	_____
Customer Name	City of Bainbridge	_____
	1503 Pierce Street	_____
	Bainbridge, Ga 39817	_____

Phone # 229-258-2018 P.O. #/Job # _____ Ordered By City of Bainbridge
 Project _____ Job Location _____ Salesman Gaspar Lasanta
 Delivered By: RKTR Lessee Other _____ Date/Time Shipped _____
 Returned By: RKTR Lessee Other _____ Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
3ALHCYD25NDNM0323		2022 Freightliner ASL	13 Month	\$ 5,696.66	\$ 74,056.58

Note: Lease Agreement is valid for a period of one (13) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts _____ Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 74,056.58
Sales Tax	\$ 0.00
Transportation	\$ 0.00
Total	\$ 74,056.58

Replacement Value of Vehicle: <u>279,900.00</u>	Total Due	<u>\$ 74,056.58</u>
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LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____
 Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____ Prepared By: Joanie Beckwith Date 12/5/2022
 Lessee Name/Title (Print) _____ Reviewed By: _____
 Company Name _____

RDK ASSETS, INC. dba RDK TRUCK SALES

TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. RETURN OF EQUIPMENT - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein, Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

2. CHARGES - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, license, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (8 hours per day, 55 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Lessee as F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

3. USE OF EQUIPMENT - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, Lessee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

4. SERVICE - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessor's discretion only.

5. INSURANCE - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor. Lessee shall also maintain worker's compensation insurance to extent required by law.

6. INDEMNITY - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

7. COMPLIANCE WITH LAW - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

9. Lease - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

10. LIABILITY - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

11. DEFAULT - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, Lessee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

13. TITLES, HEADINGS AND CAPTIONS - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

14. ENTIRE AGREEMENT - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessor's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

15. NO WAIVER - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

16. PUBLIC RECORDS - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

Credit for a drug-free workplace

Please be advised that the GMA WCSIF has always supported the maintenance of a drug-free environment by its members. Your estimated contribution assumes members are maintaining a drug-free work environment.

Enclosed invoice

The enclosed invoice represents the total 2023 estimated workers' compensation contribution. You may pay the entire contribution, or you may make installments. **According to statute, you must pay a minimum of 25% of the contribution within 30 days of the invoice date.** Coverage is subject to cancellation if the minimum is not paid. If you choose to pay on an installment plan, you will receive a monthly statement reflecting the outstanding balance. **The entire contribution must be paid prior to July 1, 2023 to avoid possible disruption of coverage.**

Please make your check payable to the GMA Workers' Compensation Self-Insurance Fund and forward to:

GMA Workers' Compensation Self-Insurance Fund
P.O. Box 105377
Atlanta, GA 30348

We appreciate your continued support of the GMA Workers' Compensation Self-Insurance Fund and look forward to serving your workers' compensation needs during the upcoming year.

If you have any questions concerning the renewal, please do not hesitate to contact Aviva Kerven at (678) 688-7821 or akerven@gacities.com. You may also reach me at (678) 686-6221 or sdeese@gacities.com.

If you need assistance regarding a workers' compensation claim, please contact the workers' compensation Claims Manager, Jan Hoard, at 404-313-7285 or jhoard@gacities.com.

Outside the local Atlanta calling area, we can both be reached toll-free at 888-488-4462.

Sincerely,



Stan Deese
Director, Risk Management Services

SGD/ak

Enclosure

C: Larry Hanson, Executive Director
Randy Logan, Deputy Executive Director

Georgia Municipal Association
Workers' Compensation Self-Insurance Fund

2023 -Estimated Annual Premium
BAINBRIDGE

Code	No	Payroll Classification	Rate	Payroll	Manual
7500	5	Gas Utility	3.51	\$153,908	\$5,402
7520	12	Water Utility	6.22	\$507,575	\$31,571
7580	8	Sewage Disposal	1.73	\$327,643	\$5,668
7710	25	Firefighters	2.76	\$797,008	\$21,997
7720	33	Police Officers	4.98	\$1,947,357	\$96,978
8380	6	Auto Repair Shop	2.12	\$264,011	\$5,597
8742	7	City Administrator	.57	\$571,253	\$3,256
8810	30	Clerical	.34	\$1,132,818	\$3,852
8831	3	Animal Control	4.48	\$94,922	\$4,253
9014	1	Mosquito Control	3.37	\$5,354	\$180
9015	2	Bldg Maintenance	10.77	\$76,302	\$8,218
9102	42	Parks	2.18	\$631,746	\$13,772
9402	13	Public Works/Streets	9.74	\$488,866	\$47,616
9403	13	Garbage Collection	6.53	\$519,455	\$33,920
9410	4	Municipal Employee NOC	2.36	\$313,929	\$7,409
204 Total Estimated Payroll				\$7,832,147	
Total Manual Premium					\$289,689
Experience Modification			1.19		
Standard Premium					\$344,730
Misc. Modification			.90		
\$2,500 Deductible Modification			.92		
Premium Adjustment					\$0
Earned Premium					\$285,436
Premium Due					\$285,436



Workers Compensation Self-Insurance Fund

INVOICE

City of Bainbridge
Ms. Tammy White
PO Box 158
Bainbridge, GA 39818-0158

INVOICE DATE: 12/1/2022
DUE DATE: 1/1/2023
CUSTOMER: 15

INVOICE #	BILLING DESCRIPTION	AMOUNT
328930	2023-Estimated Annual Premium	<u>\$285,436.00</u>

BID TABULATION
CITY OF BAINBRIDGE

December 8, 2022

LIQUID CHLORINE, LIQUID SULFUR DIOXIDE AND HYDROFLUOSILICIC ACID

Below is the estimated usage for a one year period to be delivered on an as needed basis to the City of Bainbridge.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>DEPARTMENT</u>
16,500 lbs.	Liquid Chlorine in 150 lb. returnable cylinders	Water & S.T.P.
<u>COMPANY</u>	<u>PRICE</u>	<u>TERMS</u>
Hawkins, Inc. Apopka, FL	2.17 lb. x 16,500 lbs. = \$35,805.00	Net 30

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>DEPARTMENT</u>
5,000 gals.	Hydrofluosilicic Acid to be pumped into a 500 gallon tank	Water
<u>COMPANY</u>	<u>PRICE</u>	<u>TERMS</u>
Hawkins, Inc. Apopka, FL	5.85 gal. x 5,000 gals. = \$29,250.00	Net 30

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>DEPARTMENT</u>
4,050 lbs.	Liquid Sulfur Dioxide in 150 lb. returnable cylinders	Sewage Treatment PL.
<u>COMPANY</u>	<u>PRICE</u>	<u>TERMS</u>
Hawkins, Inc. Apopka, FL	2.17 lb. x 4,050 lbs. = \$8,788.00	Net 30

GRAND TOTAL \$73,843.50

ALL OR NONE BID

BID TABULATION
 CITY OF BAINBRIDGE
 December 8, 2022

LIQUID CHLORINE, LIQUID SULFUR DIOXIDE AND HYDROFLUOSILICIC ACID

Below is the estimated usage for a one year period to be delivered on an as needed basis to the City of Bainbridge.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>DEPARTMENT</u>
16,500 lbs.	Liquid Chlorine in 150 lb. returnable cylinders	Water & S.T.P.
<u>COMPANY</u>	<u>PRICE</u>	<u>TERMS</u>
Brenntag Mid-South, Inc. Orlando, FL	1.28 lb. x 16,500 lbs. = \$21,120.00 Cylinder Deposit - \$ 100.00	Net 30

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>DEPARTMENT</u>
5,000 gals.	Hydrofluosilicic Acid to be pumped into a 500 gallon tank	Water
<u>COMPANY</u>	<u>PRICE</u>	<u>TERMS</u>
Brenntag Mid-South, Inc. Orlando, FL	NO BID	Net 30

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>DEPARTMENT</u>
4,050 lbs.	Liquid Sulfur Dioxide in 150 lb. returnable cylinders	Sewage Treatment PL.
<u>COMPANY</u>	<u>PRICE</u>	<u>TERMS</u>
Brenntag Mid-South, Inc. Orlando, FL	1.18 lb. x 4,050 lbs. = \$4,779.00 Cylinder Deposit - \$ 100.00	Net 30

GRAND TOTAL PARTIAL BID

BID TABULATION
CITY OF BAINBRIDGE
December 8, 2022

LIQUID CHLORINE, LIQUID SULFUR DIOXIDE AND HYDROFLUOSILICIC ACID

Below is the estimated usage for a one year period to be delivered on an as needed basis to the City of Bainbridge.

VENDORS THAT NO BID:

Allied Universal Corporation
Miami, FL

Davis Supply
Fort Myers, FL

Industrial Chemicals
Birmingham, AL

Univar Solutions USA, Inc.
Kent, WA

Award to be made to: #1
Hawkins, Inc.
Apopka, FL