

COMMITTEE AMENDMENT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE ACCEPTANCE CERTAIN CAPITAL IMPROVEMENTS TO LUTHER WILLIAMS FILED IN LIEU OF PAYMENT OF RENTS; AND FOR OTHER LAWFUL PURPOSES.

Purpose: To authorize SRO Partners, LLC to install industrial fans as a capital improvement to the seating area of Luther Williams Field, and to deduct the cost from rents due, in accordance with the terms of their lease.

WHEREAS, on June 20, 2017, the Macon-Bibb County Commission adopted Resolution R-17-0146, authorizing the Mayor to prepare a lease of Luther Williams Field and lease said premises to SRO Partners, LLC for the operation of a baseball team thereupon; and

WHEREAS, on July 6, 2017, Macon-Bibb County executed Lease L-17-0003, attached hereto at Exhibit A and incorporated herein by reference, with SRO Partners, LLC, for the operation of Luther Williams Field and of a baseball team thereupon; and

WHEREAS, Paragraph V of Lease L-17-0003 provides that

Lessee shall have the right to decorate the interior of the Stadium and make, at its own expense, minor alterations and improvements. Additionally, Lessee shall, have the opportunity to make capital improvements to the stadium but prior to commencing any capital improvement project, submit plans and specifications to the Lessor (Director of Parks & Recreation), and secure permission of the Macon-Bibb County Commission of which approval will be given in a timely manner and not unreasonably withheld. All capital improvements shall become the property of the Lessor upon termination or expiration of this agreement. The amount of approved capital improvements Lessee invests in Stadium will be deducted from the team's annual rent Payment, not to exceed \$50,000.00.

; and

WHEREAS, representatives of SRO Partners, LLC appeared before the Macon-Bibb County Commission on October 8, 2019, and presented alternate plan proposals relating to the purchase of electric fans to provide air circulation for the public areas of Luther Williams Field, and the Macon-Bibb County Commission has identified and approved one of the plan proposals, as described further in Exhibit B, attached hereto and incorporated by reference; and

WHEREAS, it is the intent of the Macon-Bibb County Commission to approve the purchase of the fan system identified in Exhibit B as a capital improvement to Luther Williams Field, and to permit the offset of rents owed to Macon-Bibb County by SRO Partners, LLC under Lease L-17-0003 by the same dollar amount identified as the total proposed cost in Exhibit B; and

WHEREAS, this resolution will promote the health, safety, morals, and welfare of Macon-Bibb County and its residents;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Commission approves and agrees to accept the installation of a fan system at Luther Williams Field, as shown in Exhibit B hereto, and to permit SRO Partners, LLC to apply the costs of said system, not to exceed \$38,000.00, to annual rents owed to Macon-Bibb County under Lease L-17-0003 for the current lease year.

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2019.

By: _____
ROBERT A.B. REICHERT, Mayor

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

EXHIBIT A

L-17-0003

LUTHER WILLIAMS FIELD
LEASE AGREEMENT

This INDENTURE OF LEASE made and entered into this 6th day of ~~June~~ July, 2017 by and between:

Macon-Bibb County, a political subdivision organized and existing under the laws of the State of Georgia, hereinafter called "Lessor" and **SRO PARTNERS MACON, LLC**, a foreign limited liability corporation of the State of Nevada, hereinafter called "Lessee".

I. TERM. The Lessor agrees to and does hereby state its intent to lease to Lessee its municipal baseball Stadium, located at 200 Willie Smokey Glover Blvd., Macon, GA 31201, in its entirety, for a total of 50 days, at the rate of \$1,000.00 per day, together with the office space designated in Exhibit "A" on a full time year round basis, and also including the exclusive use of the concession carts and stands, and merchandise throughout the year as designated on Exhibit "B", and for all events scheduled at the stadium during the period beginning July 5, 2017 through December 31, 2027, for a total lease payment of fifty thousand dollars (\$50,000.00) per year for the first five full years of the lease agreement, and fifty-five thousand dollars (\$55,000.00) per year for full years six through eleven of the lease agreement. The Stadium, Luther Williams Field, shall be defined to include the playing field, stadium seating, concourse areas, outfield fencing, press box, office space, ticket booth, concessions areas with all appliances, dugout areas, home team and visiting team locker rooms, umpire dressing area, stadium lighting, and the electronic scoreboard, plus any additions or improvements made to The Stadium prior to or during the lease term.

II. PURPOSE. Lessee commits to operate a summer collegiate baseball team as a member of the Coastal Plain League, which shall play all of its home games at the Stadium unless alternative location for home games is mutually agreed upon by Lessee and Lessor.

III. RENT. Lessee, in consideration for improvements to and the use of the Stadium and the revenue earned pursuant to this agreement, intends to pay the Lessor three thousand dollars (\$3,000.00) at signing of a definitive lease agreement with an additional four (4) payments of three thousand (\$3,000.00) to be paid July 30, August 30, October 30, and December 30, 2017, for the first year of this agreement, being July 5, 2017, through December 31, 2017, fifty thousand dollars (\$50,000) per year for the second year of this agreement (first season of play), being January 1, 2018 through December 31, 2018; fifty thousand dollars (\$50,000.00) per year for the third year of this agreement (second season of play), being January 1, 2019 through December 31, 2019; fifty thousand dollars (\$50,000) per year for the fourth year of this agreement (third season of play), being January 1, 2020 through December 31, 2020; fifty thousand dollars (\$50,000.00) per year for the fifth year of this agreement (fourth season of play), being January 1, 2021 through December 31, 2021; and fifty thousand dollars (\$50,000.00) per year the sixth year of this agreement (fifth season of play) being January 1, 2022 through December 31, 2022. Lessee intends to pay the Lessor fifty-five thousand dollars (\$55,000.00) for the seventh year of this agreement (sixth season of play) beginning January 1, 2023 through December 31, 2023; fifty-five thousand dollars (\$55,000.00) per year for the eighth year of this agreement (seventh season of play) beginning January 1, 2024 through December 31, 2024; fifty-five thousand dollars (\$55,000.00) per year for the ninth year of this agreement (eighth year of play) beginning January 1, 2025

through December 31, 2025; fifty-five thousand dollars (\$55,000.00) per year for the tenth year of this agreement (ninth year of play) beginning January 1, 2026 through December 31, 2026; and fifty-five thousand dollars (\$55,000.00) the eleventh year of this agreement (tenth year of play) beginning January 1, 2027 through December 31, 2027. Said payments shall be made in equal quarterly installments, on or before January 15th, April 15th, July 15th and October 15th of each year. In addition, Lessee agrees to pay to the Lessor a ten thousand dollars (\$10,000) (refundable) security/damage deposit as follows: five thousand dollars (\$5,000.00) payable on July 30, 2017 and five thousand dollars (\$5,000.00) payable on December 30, 2017.

OK SW

IV. STADIUM IMPROVEMENTS. The Lessor shall, no later than May 1, 2018, complete proposed improvements to the Stadium for general maintenance, the left field group area, the right field cabana, concession stands and restrooms substantially as shown in Exhibit "C" attached hereto and incorporated herein by reference. Lessee shall have use of the stadium beginning no later than May 1, 2018. Earlier usage for season ticket holder related events, i.e. open houses or select-a-seat events is possible upon written permission from Lessor which permission shall not be unreasonably withheld or delayed. Lessor and Lessee acknowledge that the budget numbers for said improvements are preliminary in nature and do hereby agree that the costs of said proposed improvements shall not exceed a budgeted amount of \$2,500,000, subject to approval by the Macon-Bibb County Commission. If the parties cannot agree on final design and project costs, either party may ~~terminate this letter of intent by~~ written notice to the other party. Upon commission approval of the letter of intent, the parties shall, within thirty (30) days agree to a construction schedule timeline to be attached to the final lease agreement, which will include penalties for the construction architects, engineers and/or contractors should said vendor(s) fail to meet deadlines in the construction schedule. Lessor shall exercise its best efforts to implement stadium improvements as requested by the Lessee and agreed upon as beneficial to the facility by Lessor, provided, however, Lessor shall have final approval over the order of prioritization of improvements to the stadium.

V. RENOVATIONS. Lessee shall have the right to decorate the interior of the Stadium and make, at its own expense, minor alterations and improvements. Additionally, Lessee shall, have the opportunity to make capital improvements to the stadium but prior to commencing any capital improvement project, submit plans and specifications to the Lessor (Director of Parks & Recreation), and secure permission of the Macon-Bibb County Commission of which approval will be given in a timely manner and not unreasonably withheld. All capital improvements shall become the property of the Lessor upon termination or expiration of this agreement. The amount of approved capital improvements Lessee invests in Stadium will be deducted from the team's annual rent payment, not to exceed \$50,000.00.

VI. MAINTENANCE OF ELECTRICAL AND PLUMBING SYSTEMS. The Lessor agrees to provide all maintenance for electrical, sewage, HVAC, gas, audio, video and plumbing components of the Stadium, and commits to allocate sufficient funds as may be required to maintain said electrical and plumbing components in good working order and in full compliance with all laws and regulations. The Lessor shall, without limitation, be obligated for maintenance and repair of stadium lighting, all heating systems, HVAC systems, gas, general electric, audio and video systems in the Stadium, and all plumbing systems in the Stadium. The Lessor commits to make such repairs or provide such maintenance within a reasonable time of receiving notice

from Lessee, and agrees to coordinate repair and maintenance projects with Lessee to minimize interruption of the conduct of its business.

VII. MAINTENANCE OF STRUCTURAL COMPONENTS AND SEATS. The Lessor agrees to maintain and promptly repair all stadium fencing, railing, seating, and netting, and shall repair any leaks in the Stadium, which might result in water penetration into the offices, locker rooms, concession areas, restrooms, seating areas, etc. The Lessor further agrees to maintain and replace the concrete, brickwork, and glasswork at the Stadium.

VIII. DAMAGE CAUSED BY LESSEE'S NEGLIGENCE. Lessee agrees to make full and proper restitution to the Lessor for any and all damages to the stadium, or to any fixtures, appliances, furniture, lockers, or other appurtenances thereto, caused by Lessee or its agents or employees, home/visiting teams (to include Lessee rentals) or other invitees of the Lessee with the exception of standard wear and tear. Lessee shall be obligated to reimburse the Lessor for the costs of making such repairs to the Stadium or for replacing any fixtures, appliances, furniture, lockers, or other appurtenances thereto, resulting from the negligence of Lessee or its agents or employees, which may be necessary upon termination or expiration of this agreement.

IX. FIRST YEAR OF AGREEMENT. To the extent they are usable; the unimproved stadium offices will be available for occupancy beginning July 5, 2017. The Lessee, other than occupancy of stadium offices, shall not have the right to schedule and hold events at the stadium during the first year of this agreement or at any time prior to May 1, 2018, unless the stadium improvements are completed and a certificate of occupancy issued at an earlier date so as to allow for full or temporary (for the purposes of stadium open houses to sell tickets) occupancy of the stadium by Lessee. If Lessee is required to vacate the stadium offices while they are being renovated, there will be no adjustment to rent nor other space made available to Lessee. Lessor will make every effort to schedule the improvements to stadium offices so as to minimize inconvenience to Lessee.

X. SECURITY. Lessee shall, beginning upon its full occupancy of the stadium, and for the duration of this agreement, and any renewal thereof, provide security at the Stadium for all events and activities held or promoted by Lessee, including the Team's home games. Lessee commits to provide adequate security personnel as is appropriate for the size of the crowd in attendance at all games, events or activities held or promoted by Lessee at the Stadium. Lessee specifically agrees that a minimum of two (2) experienced, qualified security personnel will be present at all games, and that sufficient security personnel will be present at any games or special promotional events held on any day when attendance can reasonably be expected to exceed 1100 fans. Such security personnel shall be present at the Stadium at least one (1) hour before the scheduled start of all games, events and activities held or promoted at the Stadium, and shall remain until at least thirty (30) minutes after the conclusion of the game, event or activity, or until the parking area is cleared of substantially all vehicles, whichever occurs later. Lessee shall be responsible for directly paying said experienced, qualified security personnel and assumes any and all liability during the 50 days during which the Stadium is leased under the terms of this Agreement. Lessee agrees to indemnify Macon-Bibb County during the 50 days during which the Stadium is leased to Lessee.

The security personnel, in addition to providing security, will provide traffic control for all games, events or activities held or promoted by Lessee at the Stadium.

XI. PARKING. The Lessor agrees to provide the parking area situated adjacent to the Stadium for use by Lessee and its invitees. Lessor shall not charge parking fees during any games, events or activities held by Lessee at the Stadium. Lessor and Lessee agree to work together to ensure adequate parking near the Stadium, within Central City Park, on nights designated as scheduled summer collegiate baseball game nights at Luther Williams Field. Lessor further agrees to clearly designate parking areas on those days that Lessee uses the Stadium. Said parking map is hereto attached as Exhibit "D".

XII. UTILITIES. Lessor shall, beginning upon Lessee's occupancy of the stadium which shall consist of 50 days beginning no earlier than May 1, 2018, and occupancy of the stadium offices, to begin no later than July 5, 2017, and for the duration of this agreement, and any renewal thereof, pay all charges for all utilities furnished to the Stadium, to include electricity, water/sewage, and gas. Lessee shall be responsible for any costs associated with telephone and internet service which may be supplied by Lessor at competitive market rates.

XIII. FIELD MAINTENANCE. Lessor agrees to provide staff and such equipment as may be required to maintain the playing field at no additional cost to Lessee year round, unless Lessee asks for specific, extraordinary improvements to field such as new mound, replacement of sod, such improvements which would be deemed outside of ordinary maintenance. Said field maintenance covered by Lessor shall also include the tarp necessary for the field which will remain the property of Macon-Bibb County.

XIV. SCOREBOARD AND PUBLIC ADDRESS SYSTEM. Lessee shall be responsible for operation of the scoreboard and public address system and will train and employ such personnel as may be required to operate the same. Lessee will, consistent with section VIII of this letter of intent, be responsible for the cost of repairing damage to the scoreboard and public address system resulting from the negligence of its agents or employees. Lessee shall have the option to utilize the current manual scoreboard should Lessee choose to do so. Should Lessee elect to use the current manual scoreboard, any electric scoreboard may be covered during Lessee's league games.

XV. CLEAN-UP. Lessor shall, beginning upon Lessee's occupancy of the stadium, and for the duration of this agreement, and any renewal thereof, be responsible for all general clean-up of the Stadium, but not the office space and concession stands/merchandise carts which are in the exclusive possession of Lessee. Lessor shall keep all other areas of the Stadium in a clean and attractive condition at all times, and shall employ staff to routinely clean the stadium after any of Lessee's games, events or activities.

The Lessor shall provide for sufficient receptacles for the disposal of solid waste which will be utilized exclusively by Lessee to discard garbage collected from operation of the Stadium. All refuse generated at any game, event or activity shall be placed in the receptacle(s) no later than 1:00 p.m. the following day. The Lessor shall assure garbage is removed as often as may be necessary to prevent excessive accumulation of trash or sanitation hazards.

XVI. RESTROOMS. Lessee shall, beginning upon its partial occupancy of the stadium offices and, and for the duration of this agreement, and any renewal thereof, provide all sanitation and janitorial supplies necessary to stock the restrooms. Lessor shall maintain the public restrooms in a clean and attractive condition at all times.

XVII. MAINTENANCE OF GROUNDS OUTSIDE STADIUM. The Lessor shall be responsible for maintaining the parking area and approaches to the Stadium, and will exercise its best efforts to enhance the appearance of the walkway to the Stadium, to include the landscaping and plantings, to create a more aesthetically-pleasing appearance. The Lessor shall clean the parking area by 3:00 p.m. on the day following any game, activity or event held at the Stadium.

XVIII. TICKET PRICES. Lessee shall have the exclusive right to set ticket prices for all of its events, including the Team's home games, and shall be entitled to receive and retain all revenues from ticket sales. Lessee reserves the right to establish prices for tickets, as it deems appropriate.

XIX. ADVERTISING. Lessee shall have the exclusive right to revenue from the sale of any and all advertising and promotions associated with operation of the Team and use of the Stadium during the 50 days which are the subject of this Agreement. This shall include advertising on all interior surfaces including the outfield fence and any other interior areas. Lessee shall also have exclusive advertising rights to all programs and other print materials, to include scorecards and tickets, and advertising on the scoreboard, including the tri-vision signage. Signage located on the exterior of the stadium is subject to approval by the Macon-Bibb County Commission. Approval will be given in a timely manner and not be unreasonably withheld. Lessee agrees to make all efforts to design exterior signage in keeping with the historical nature of the Stadium. An example of exterior signage is attached in Exhibit "E" which shall be incorporated into the final lease agreement

XX. BROADCAST. Lessee shall have the exclusive right to broadcast by radio, transmit by television, stream via the internet or report in any other manner, any game or games played in the Stadium during the 50 days each year, which are the subject of this Agreement, and to make any contract or arrangement with respect thereto and to retain the full amount of any payment made for such privilege. The Lessor shall charge no special fee, permits, or connection expenses to Lessee or its broadcasters or telecasters during the term of this agreement or any renewal thereof.

XXI. CONCESSIONS. Lessee shall, beginning upon its full occupancy of the stadium, and for the duration of this agreement, and any renewal thereof, have the exclusive right to sell all concessions for all events at which it elects to make concessions available. Concession sales shall be defined as food, drinks, alcoholic beverages, souvenirs and merchandise, including but not limited to t-shirts and baseball caps. Concessions may be sold or distributed from fixed locations, such as the gift shop and concession stands, portable stands or by vendors. The right to sell concessions, of any kind or nature, may be assigned, in whole or in part, with consent of the Lessor which will not be unreasonably withheld. Should Lessee determine not to make concessions available for an event, Lessor shall not be precluded from providing alternative concessions, but will not use Lessee's concession facilities to do so. Lessee retains the right to sell food and alcoholic and non-alcoholic beverages, provided Lessee has obtained the necessary licenses, from

stadium concessions facilities and via portables at other non-league events at Luther Williams Stadium, the Softball Fields and the Sports Complex in Central City Park. Alcohol cannot be sold at youth events (events for youth age seventeen and under). Should Lessee sell food and beverage at non-league events within Central City Park, which shall include Luther Williams Stadium, the Softball Fields and the Sports Complex, Lessor will receive 25% of the net proceeds received by Lessee, defined as gross revenues minus cost of goods sold, labor, sales taxes and other applicable expenses.

XXII. ALCOHOLIC BEVERAGES. In the event Lessee intends to sell malt beverages, wine, fortified wines or alcohol at the Stadium, it must obtain an alcoholic beverage license from the Lessor, and the sale and consumption of alcoholic beverages shall, in that event, be governed and regulated by the Lessor's Code of Ordinance and the laws of Georgia. Alcoholic beverages cannot be sold at youth events, which are events for youth age seventeen (17) and under. For any league event at the stadium, Lessee will keep all profits from the sale of malt beverages, wine, fortified wine and alcoholic beverages. At all non-league events where Lessee elects to sell alcoholic beverages, within Luther Williams Stadium, at the Softball Fields or at the Sports Complex, Lessor shall receive 25% of the net proceeds, defined as gross revenues minus cost of goods sold, labor, sales taxes and other applicable expenses. Lessor shall use best efforts to assist Lessee in obtaining the necessary business license and license to sell alcoholic beverages to other events in the previously specified areas at Central City Park throughout the term of the agreement.

XXIII. OTHER EVENTS. Lessor shall have the right to hold and promote other athletic, cultural, and entertainment events at the Stadium on those days during which Lessee does not have collegiate league games or other events scheduled. Lessee shall have first selection rights for event dates from May 25th to August 15th of each year, said dates to be established no later than March 30th of each year of league play. Other event dates desired by parties will be subject to mutual agreement, but priority given to confirmed events. Lessor shall have the right to charge admission and related fees in connection with any of its other events or activities at the Stadium, Softball Fields or Sports Complex. However, Lessee's other events during the fifty (50) days, per year of this agreement, shall not be included in Lessor's other events.

It is contemplated that Lessor will permit the Stadium to be used for amateur and/or collegiate baseball contests, but not a competing summer collegiate team, Lessor shall have the right, if desired, to allow the school or organization to retain revenues from ticket sales at such games. Lessor shall receive all revenue from the sale of concessions at such events, in the situations when Lessee declines to sell concessions, and Lessor reserves the right to charge not more than \$250.00 per game in a rental fee.

XIV. LICENSES AND PERMITS. Lessee shall obtain and pay the applicable charges for all licenses, including business licenses and those for selling alcoholic beverages, should Lessee seek a license to sell malt beverages, and permits, including building permits, should Lessee undertake any capital improvements at the Stadium.

XV. TAXES AND INSURANCE. Lessee shall pay all applicable sales taxes on revenue from concessions, and shall be responsible for payment of premiums to insure its employees for workers' compensation purposes. Lessee shall, promptly upon request made by the Lessor,

provide the Lessor with certificates of insurance verifying Lessee has workers' compensation insurance as required by Georgia law.

XXVI. LOSS OR THEFT. The Lessor shall not be liable for loss or theft of any property of fans, Lessee, its agents or employees, or concessionaries placed or left at the Stadium, and Lessee shall exercise its best efforts to notify the public that the Lessor has no liability for loss or theft occasioned at the Stadium during the term of this agreement.

XXVII. INDEMNIFICATION. Lessee will indemnify and hold the Lessor harmless for any loss of life, injury to any person, or property, which may occur at the Stadium beginning upon its partial and/or full occupancy of the stadium, and for the duration of this agreement, and any renewal thereof, caused by the negligence of Lessee, or its agents or employees. Lessee further agrees that the payment and settlement of any claim arising from any loss, injury, or damage shall specifically release the Lessor from any and all claims arising from such loss, injury or damage.

XXVIII. INSURANCE. Lessee shall, beginning upon its partial and/or full occupancy of the stadium, and for the duration of this agreement, and any renewal thereof, for the protection of itself and the Lessor and its officers and employees on a primary basis from any claim, damage, liability, loss or expense to person or property caused by, resulting from, arising out of or in connection with the duties and obligations of the League pursuant to this Agreement. Macon-Bibb County will be named as an additional named insured on the following policies of insurance to be obtained by Lessee

- (i) Commercial General Liability insurance with limits not less than \$1,000,000 per each occurrence and \$10,000,000 in the aggregate. Such insurance shall include coverage for the contractual liability (applying to the terms and conditions of this Agreement), products-completed operations liability personal injury liability, advertising injury liability, contingent liquor liability, property damage liability and bodily injury liability (including death).
- (ii) Workers' Compensation insurance with statutory limits as required by the State of Georgia covering all League personnel engaged in performing the duties and obligations of the League pursuant to this Agreement. Such insurance policy shall also include Employer's Liability coverage with limits not less than \$1,000,000 each occurrence or statutory limits, whichever is higher.
- (iii) Property Insurance covering loss or damage to the personal property of the League located at the Stadium. Said insurance shall provide coverage in the amount of the full replacement cost thereof and shall insure against perils on an "all risk basis".
- (iv) Liquor liability insurance coverage with not less than One Million Dollars (\$1,000,000) of liability coverage.

Waiver of Subrogation. All insurance policies or endorsements thereto required of the Lessee covering Premises including, but not limited to, contents, fire and casualty insurance, shall include provisions expressly waiving any right of subrogation on the part of the insurer against the Lessor, its agents and employees.

All such insurance listed above shall be primary and non-contributory, written by insurance companies qualified to do business in the State of Georgia with an A.M. Best rating acceptable to the Lessor. Policies (i) and (iv), above, shall be endorsed to name the Lessor as an Additional Insured. Such insurance policies shall provide that coverage thereunder may not be materially changed, reduced, or cancelled unless thirty (30) days written notice thereof is furnished to the Lessor. The Lessee shall give immediate written notice to Lessor if any policy required under this Agreement will be cancelled, expired, or not renewed. The Lessee shall bear all costs of all deductibles and shall remain solely and fully liable for the full amount of any claim, damage, loss or expense caused by, resulting from, arising out of or in connection with the duties and obligations of the Lessee pursuant to this Agreement that are not compensated by insurance. Upon execution of this Agreement, Lessee shall furnish Lessor with a certificate(s) of insurance certifying that the appropriate insurance coverage's are in place and that policies have been properly endorsed to meet the insurance requirements as set forth above. The Lessee hereby agrees to furnish renewal insurance certificates throughout the term of the Agreement.

XXIX. ASSIGNMENT. This agreement may not be assigned by Lessee, to an affiliated entity controlled by Lessee unless that assignment upon delivery of written notice to Lessor, and subject to approval by the Macon-Bibb County Commission. Lessee shall remain liable for payment of any and all rent and utility expenses that may or does become due under this agreement, and commits that it will, in the event of assignment, be fully liable for any assignee's performance of the provisions of this agreement.

XXX. DEFAULT. Lessee agrees that a summer collegiate league baseball team will play a complete home schedule of between 24-30 games during the second through tenth years of this agreement. Lessee shall be deemed in default of its obligations under this agreement should it, for any reason, including suspension of league operations, fail to field a baseball team which is a member of the Coastal Plain League or comparable summer collegiate baseball league during the second through eleventh years of this agreement. Lessee shall forfeit to the Lessor, in addition to all rental payments that have accrued to the date the league suspends operations or Lessee determines, for any reason, no team will play the season at the Stadium. Lessee would not be considered in default if Lessee paid the agreed upon annual rental rate for that respective year, and has twelve (12) months to field a team in a comparable summer collegiate baseball league within that twelve (12) month period. Should Lessee fail to field a baseball team which is a member of the Coastal Plain League or comparable summer collegiate baseball league during the second through eleventh years of this agreement, within twelve months, Lessor will thereafter take possession of the Stadium, including all improvements made to the Stadium by Lessee, and Lessee shall be required to pay the subsequent annual lease payments for the remainder of the eleven (11) year agreement. Should Lessor find and locate a new tenant to lease the Stadium, the amount or rent paid by new tenant will offset the amount of obligation to be paid by Lessee in this section.

XXXI. TERMINATION. The Lessor shall have the right to cancel this agreement, within sixty (60) days of receiving notice that the Coastal Plain League has disbanded or suspended operations, or that Lessee will not field a team at the Stadium during the coming season, by providing written notice of its intent to do so. However, Lessor is prohibited from canceling this agreement for a period of twelve (12) months provided Lessee has paid the agreed upon rent for that respective year. If Lessee cannot field a team in a comparable summer collegiate baseball league at the end of said twelve (12) month period, or if Lessee has not agreed to pay appropriate rent to maintain lease agreement. The Lessor shall be entitled to take possession of the Stadium and enter into negotiations with any other individual, group or corporation interested in leasing the Stadium, should it exercise the right to cancel this agreement. Cancellation of this agreement shall not relieve Lessee of its obligation to make the default payments as provided by section XXX of this agreement, as the parties agree that the payments called for in the event of Lessee's default represent liquidated damages and not a penalty.

XXXII. PROTECTION CLAUSE. During the term of this Agreement and any agreed upon extension thereof, Lessee would have the exclusive right to play professional, independent or summer collegiate baseball games at the stadium. Lessor agrees that if another professional sport does play at the stadium, Lessor will maintain the playing surface to professional standards for summer collegiate baseball. Lessor also agrees not to invest public funds in a competing facility for another baseball team during years 1 through 5 of this agreement. During years 6 through 10 of this agreement, Lessor agrees that if Lessor decides to invest in a competing facility for a competing baseball team, it shall cause baseball team tenant in such facility to buy out Lessee's interest in this lease for \$1,000,000.00, provided that Lessee has maintained an average in-park attendance of 1,500 fans per game for the preceding season. The in-park attendance will be counted through the stadium's electronic ticketing system. If Lessee fails to maintain the attendance minimum during the preceding season, the buyout fee is reduced to 100,000.00.

XXXIII. VENUE. The parties agree that any and all legal disputes arising from this agreement shall be litigated and adjudicated in the Superior Court of Bibb County, Georgia.

XXXIV. EXPIRATION. Lessee shall, upon termination or expiration of this agreement, peaceably and quietly surrender possession of the Stadium to the Lessor. Lessee shall be permitted to remove all equipment, fixtures and merchandise purchased by Lessee. Any property not so removed within fourteen (14) days of the termination or expiration of this agreement shall be deemed abandoned and become property of the Lessor.

XXXV. INSPECTION. The Lessor shall, within twenty-one (21) days of termination or expiration of this agreement, inspect the Stadium and identify any damage to the Stadium occasioned by the negligence of Lessee or its agents or employees. The Lessor shall make or commission such repairs as may be necessary to return the Stadium to its original or subsequently improved condition, ordinary wear and tear excepted. The Lessor shall present Lessee with a demand for payment, itemizing the costs of all repairs performed to return the Stadium to its original or subsequently improved condition, and Lessee shall reimburse the Lessor for its expenditures within thirty (30) days of receipt of same.

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

MACON - BIBB COUNTY
(SEAL)

By: Robert A. B. Reichert
Robert A.B. Reichert, Mayor

SRO PARTNERS MACON, LLC

By: Steve DeLay
Steve DeLay, Managing Director

Attest: Janice S. Ross
Janice S. Ross, Clerk of Commission

Secretary: _____



EXHIBIT B



Proposal

September 11, 2019

We are pleased to offer a proposal for Luther Williams Field Stadium Fans located in Macon, GA in the amount of:

Base Bid: **\$9,615.00**

Notes:

1. Price is based on fans being 208v single phase.
2. Price includes mounting the fan controls beside the catwalk panel.
3. Price includes circuitry and installation of (4) fans.
4. Price includes circuitry for (2) future fans.
5. Price includes a boom lift.
6. Price is based on the field netting being taken down and put back up by others. Our lift will available for use to take down the netting and put the netting back up.
7. Should Speir & Associates be responsible for protecting the field surface with plywood, **Add \$1,500.00**
8. All fans are to be provided by others and installed by Speir & Associates.
9. All fan controls are to be provided by others and installed by Speir & Associates.

This job has been priced from scope of work provided by Rob Ryle. Any changes or additions different from the scope listed above shall cause the price to be adjusted accordingly. Please do not hesitate to call with any questions.

Sincerely,


Jake Harrell
Estimator/project Manager



171-A Spring Street, Macon, GA 31201
Phone 478-750-1077

www.speirelectric.com

P.O. Box 4043 Macon, GA 31213
Fax 478-750-1477



PROPOSAL

Macon Bacon

quote number: 00546786

BEHIND BIG ASS

Big Ass Fans is dedicated to solving problems in the built environment. In 1999, we began producing high-volume, low-speed fans specifically engineered for industrial environments. They worked so well that our customers started installing them in commercial spaces, leading us to expand our product line to include fans with silent motors and refined styling perfect for spaces ranging from breweries to worship facilities. In 2012, we launched our Haiku® residential fan, which brought Big Ass Fans' dedication to engineering and efficiency into people's homes.

Since we knocked air movement and thermal comfort out of the park, our customers came to us with other problems – like dim, inefficient lighting. We added leading lighting experts to our herd of engineers and launched Big Ass Light in 2014. Like our fans, our line of brilliant LED fixtures aren't half-assed – they're Big Ass.

Our ongoing success is due not only to our technologically advanced product lines and unique marketing approach, but also in large part to the hard work and commitment of a dedicated, enthusiastic workforce that maintains an unwavering focus on our customers.

CONTACT:

EMAIL: Clay Haire

PHONE: clayton.haire@bigassfans.com



BIG ASS FANS®

00546786

Quote Information

Quote Number	00546786	Created Date	10/10/2019
		Expiration Date	12/31/2019
Bill To Name	Macon Bacon	Ship To Name	Macon Bacon
Bill To:	225 Willie Smokie Glover Dr Macon, GA 31201 US	Ship To:	225 Willie Smokie Glover Dr Macon, GA 31201 US
SFDC ID	10730160		

General Information

Sales Rep	Clay Haire	Contact Name	Brandon Raphael
E-mail	clayton.haire@bigassfans.com	Contact Phone	(478) 803-1791
Phone			
Fax	859-233-0139		

Comments

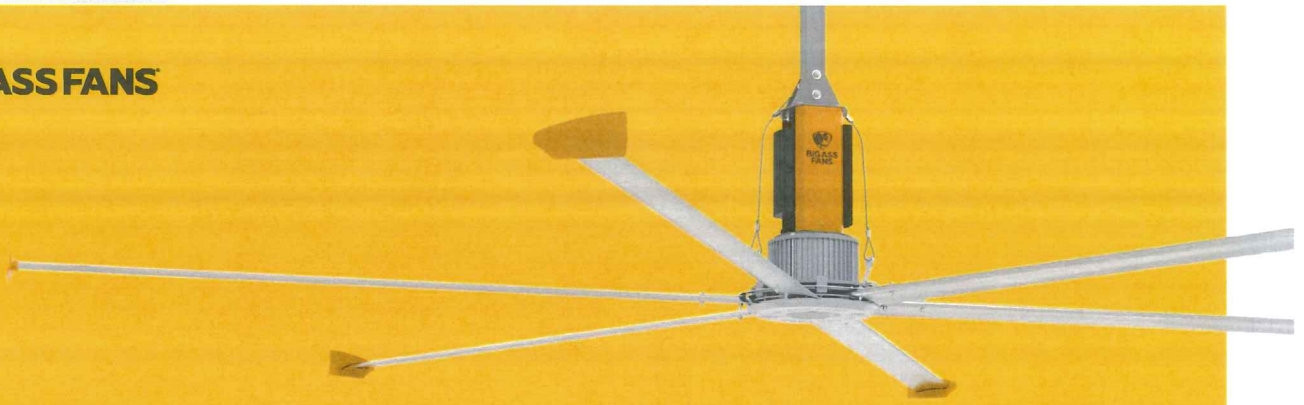
Comments All fans to include controller with variable speed selector and all mounting brackets.
 Freight charges are included in the quoted price.*
 Sales Tax is strictly an estimate and may change based on the shipping address of the order.
 Lead times are strictly an estimate and may change over time.
 PLEASE NOTE THAT THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE CORRECT DROP TUBE LENGTH AS WELL AS THE CORRECT MOUNTING METHOD FOR FANS PRIOR TO ORDERING
 *Freight charges are subject to change.

****VERY IMPORTANT****

Davis /Bacon Act, Prevailing Wage, Union Labor or Certified Payroll requirements not included on quoted installation. Fire relay installation is not included unless specifically noted, but can be quoted upon request. It is the quote recipient's responsibility to inform BAF if any of these apply and to provide a determination of wage. Should the quote recipient/ordering party fail to notify BAF of any such conditions, BAF will not assume any additional charges incurred.

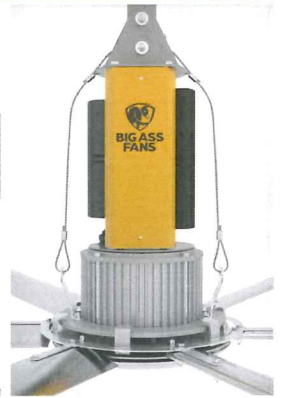
Product	Description	Qty	Total Price
Ceiling Fan Kit, Powerfoil D, 16', 200-250V/1PH-3PH, 2.0HP, >725W - PFX Short Standard Industrial Mount Kit, 7-10" Beam Mount - BAFCon, Advanced Multi Fan Control Kit, Up to 8 Fans - Gripple Set, 20' length, PX/ EL/ Ind/ Isis/ES - Powerfoil D - Yellow Components - 1 Classic Color (Includes: Frame Covers & Winglets)	Stadium Seating	4	\$26,129.00
			Subtotal: \$26,129.00
			Tax: \$1,851.46
			Shipping: \$320.44
			Grand Total: \$28,300.90




BIG ASS FANS


POWERFOIL® D

Purpose-built for demanding spaces, Powerfoil D delivers quiet, efficient, and enduring performance with unmatched direct-drive technology.



INDUSTRIAL POWER FOR ANY BIG SPACE

Heat and humidity can sour the most productive environments, while nonstop mechanical noise and maintenance can upset a dynamic atmosphere. Behold, the solution: Powerfoil D, the first and only direct-drive overhead fan designed to tackle heat on a massive scale without sacrificing efficiency, disrupting activity below, or breaking down under tough conditions.

POWERFOIL D IS PERFECT FOR:

- ✓ Areas with tall ceilings and high ductwork
- ✓ Public and retail spaces
- ✓ Hangars, warehouses, and service bays
- ✓ Gyms, cafeterias, and libraries
- ✓ Recreational and open-air venues
- ✓ Agricultural facilities

ENGINEERED TO LEAD THE WAY

Big Ass Fans was the front-runner for direct-drive technology nearly 10 years ago; now we're leading the industry in innovation with Powerfoil D. With a virtually silent drive and motor engineered entirely by Big Ass Fans, Powerfoil D is purpose-built to provide enduring power and graceful performance to large spaces in need of comfort without buckling under pressure.

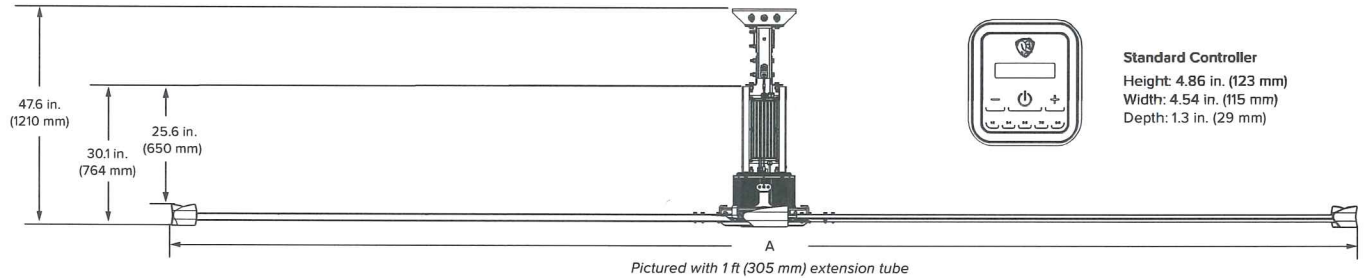
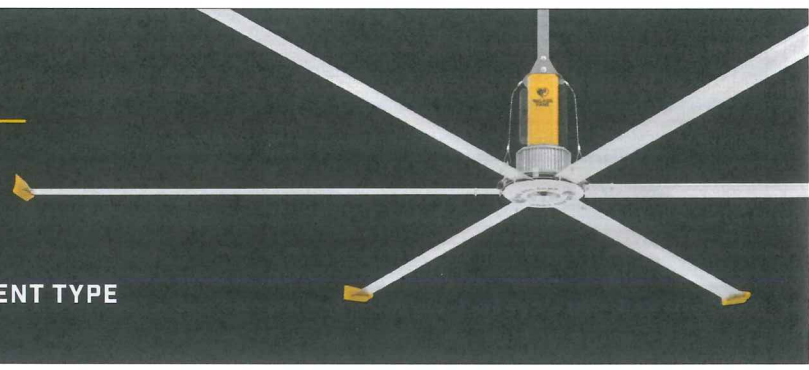
Key Features

- ✓ Diameter options from 8 to 24 feet (2.4 to 7.3 m)
- ✓ Patented airfoil system engineered for durability and max airflow
- ✓ Suitable for both indoor and outdoor use with entire fan IP66-rated
- ✓ Easy integration into building automation (0–10 VDC, Modbus standard; BACnet adapter optional)
- ✓ Static tube for optional LED kit, occupancy sensor, or other attachments (coming soon!)
- ✓ Eight redundant safety features and built-in accelerometer ensure secure operation
- ✓ Standard variable-speed digital controller; BAFCon™ LED resistive touchscreen optional
- ✓ 10-year mechanical, 5-year electrical; 10-year electrical with optional extended warranty

TECHNICAL SPECIFICATIONS

POWERFOIL[®] D

THE INDUSTRIAL FAN THAT'S THE STRONG, SILENT TYPE



Technical Specifications

Diameter (A)	Weight ¹	Max Speed	Input Power and Required Breaker	Airfoil Clearances ²	Max Operating Temperature
8 ft (2.4 m)	212 lb (96 kg)	200 RPM	200–277 VAC, 50/60 Hz, 1 Φ, 10 A 200–277 VAC, 50/60 Hz, 3 Φ, 10 A 380–480 VAC, 50/60 Hz, 3 Φ, 10 A	2 ft (0.6 m) on sides 4 ft (1.2 m) below ceiling	131°F (55°C)
10 ft (3 m)	220 lb (100 kg)	145 RPM	200–277 VAC, 50/60 Hz, 1 Φ, 10 A 200–277 VAC, 50/60 Hz, 3 Φ, 10 A 380–480 VAC, 50/60 Hz, 3 Φ, 10 A	2 ft (0.6 m) on sides 5 ft (1.5 m) below ceiling	
12 ft (3.6 m)	227 lb (103 kg)	145 RPM		2 ft (0.6 m) on sides 6 ft (1.8 m) below ceiling	
14 ft (4.3 m)	235 lb (107 kg)	120 RPM	200–277 VAC, 50/60 Hz, 1 Φ, 15 A 200–277 VAC, 50/60 Hz, 3 Φ, 15 A 380–480 VAC, 50/60 Hz, 3 Φ, 10 A		
16 ft (4.9 m)	242 lb (110 kg)	108 RPM		200–277 VAC, 50/60 Hz, 1 Φ, 15 A 200–277 VAC, 50/60 Hz, 3 Φ, 15 A 380–480 VAC, 50/60 Hz, 3 Φ, 10 A	
18 ft (5.5 m)	273 lb (124 kg)	94 RPM	200–277 VAC, 50/60 Hz, 1 Φ, 15 A 200–277 VAC, 50/60 Hz, 3 Φ, 15 A 380–480 VAC, 50/60 Hz, 3 Φ, 10 A		
20 ft (6.1 m)	280 lb (127 kg)	84 RPM			
24 ft (7.3 m)	295 lb (134 kg)	64 RPM			

Construction Features

Airfoils	Motor and Drive	Certifications	Mounting	Multi-Point Safety ³	Colors
Six patented Powerfoil airfoils (mill finish) Powerfoil winglets eliminate wind noise (safety yellow)	Neodymium magnet motor provides virtually silent operation and optimum efficiency Rated IP66	UL Standard 507 and CSA Standard 22.2 No. 113	Standard upper mount installs to I-beams and bar joists Optional kits allow for mounting to solid beams and purlins	Double safety cable system, airfoil retainers, hub safety clips, Grade 8 hardware, fire relay, guy wires, and airfoil restraint system	Standard colors are silver and yellow. Individualize your fan with one of our classic color upgrades, or work with our design consultants to create a shade that's all your own.

Controls

Standard Controller	Integrations	BAFCon Upgrade ⁴
Made from durable UV-resistant materials Rated IP55 Intuitive touchscreen interface On/Off and variable speed control Password protection Powered by fan drive	Building automation systems (Modbus-RTU protocol) 0–10 V control Fire suppression systems	Integrated SmartSense technology automatically adjusts fan speed based on seasonal conditions 24-bit color LCD display with resistive touchscreen protected in sleek metal and ABS housing Powered by fan drive

Standard Controller



Lead times may vary. See full warranty for coverage information.

¹ Weight does not include mount or extension tube.
² Measure the distance from the tip of the winglet to the ceiling or major obstruction.
³ Airfoil restraint system comes standard on 20–24 ft (6–7.3 m) fans and is an option for smaller diameter fans. The fire relay must be wired during install if required by local code. Guy wires are included with fans that have extension tubes 4 ft (1.2 m) or longer.
⁴ Optional upgrade available; ships separately.



USA: BIGASSFANS.COM 877-244-3267
CANADA: BIGASSFANS.COM 844-924-4277
AUSTRALIA: BIGASSFANS.COM/AU 1300 244 277
SINGAPORE: BIGASSFANS.COM/SG 65 6709 8500
MALAYSIA: BIGASSFANS.COM SG 603 5565 0888

BAS Classic Colors

At Big Ass Solutions, we aren't afraid to show our true colors. Now we're taking it to a whole new level.

Upgrade with any of our 11 classic colors, from the vibrant Jolly Good Yellow to the striking Grey'd Expectations, or specify one of your own. We can paint your fan any color in, over and beyond the rainbow.

BAS Yellow
Jolly Good Yellow

RAL 1003
EDS 128

BAS White
Blinded By The White

Sherwin-Williams PWS8-C0016
EDS 266

BAS Red
That's What She Red

RAL 3001
EDS 016

BAS Grey
Grey'd Expectations

Sherwin-Williams PSZ4-60008
EDS 267

BAS Orange
Orange You Special?

RAL 2009
EDS 107

BAS Dark Grey
It's Never Too Slate

Sherwin-Williams PAS4-C0001
EDS 398

BAS Blue
Blue My Mind

RAL 5005
EDS 026

BAS Black
Bringing Sexy Black

Sherwin-Williams FBS4-C2634
EDS 265

BAS Green
Green Eggs and Fan

RAL 6001
EDS 324

BAS Silver
Silver Tongued Devil

RAL 9006
EDS 002

BAS Brown
Cocoa Ono

Sherwin-Williams PNS4-C0001
EDS 399

Interested in one of our classic colors or a color all your own? Call 877-244-3267 for a quote!



AMERICAS
BIGASSOLUTIONS.COM
877-244-3267

CANADA
BIGASSOLUTIONS.COM/CA
844-924-4277

AUSTRALIA
BIGASSOLUTIONS.COM/AU
1-300-244-277

SINGAPORE
BIGASSOLUTIONS.COM/SG
+65 6709 8500

MALAYSIA
+603 5566 0888