



## AGENDA STAFF MEMO

**TO:** Honorable Mayor and City Council Members  
**FROM:** Tom McKlveen, Parks and Recreation Director  
**DATE:** Submitted on June 9, 2025, for the July 7, 2025, Regular City Council Meeting

Signed by:  
*Tom McKlveen*  
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**AGENDA ITEM:** Approval of a Rental Agreement between the City of Milton and Magnolia Golf Group, Inc. for an LED Screen Rental for Carvin' in Crabapple and Christmas in Crabapple Events.

### SUMMARY:

To enhance the event experience and encourage community gathering, staff is arranging for the rental of a 12'x7' LED screen to broadcast live football games during both the Carvin' in Crabapple and Christmas in Crabapple events. This addition is intended to boost event attendance and create a lively, family-friendly atmosphere. The rental package includes the LED screen, onsite technician support to ensure seamless operation, and custom side panels designed to feature advertising and sponsor logos, offering added visibility for event partners.

Additionally, there won't be any cost to the City for the LED screen rentals—those expenses are being fully reimbursed by one of our 2025 event sponsors. Thanks to their support, we're able to bring this added experience to the event without utilizing City funds.

### FUNDING AND FINANCIAL IMPACT:

The City will not face a financial impact as the cost of both rentals will be reimbursed by a 2025 event sponsor.

### ALTERNATIVES:

If this contract is not approved, staff will continue to research and secure another provider or entertainment activity, based on the event's needs.

### PROCUREMENT SUMMARY (if applicable)

**Purchasing method used:** 3 Written Quotes (\$5,000-\$49,999)  
**Account Number:** 201-6110-522320001 (50%) and 201-6110-522320005 (50%)  
**Requisition Total:** \$5,400.00

### REVIEW & APPROVALS:

**Financial Review:** Bernadette Harvill, Finance Director – June 11, 2025  
**Legal Review:** Jennifer K. McCall, Jarrard & Davis, LLP – May 20, 2025  
**Concurrent Review:** Steven Krokoff, City Manager –

DocuSigned by:  
*Bernadette Harvill*  
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**ATTACHMENT(S):** Services Agreement

DocuSigned by:  
*Steven Krokoff*  
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SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

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## SERVICES AGREEMENT

### LED Screen Rentals 2025: Carvin in Crabapple and Christmas in Crabapple

This Services Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and Milton City Council, located at 2006 Heritage Walk, Milton, Georgia 30004 (hereinafter referred to as the "City"), and **MAGNOLIA GOLF GROUP, INC.**, a Georgia corporation, having its principal place of business at 1000 Northfield Court, Ste 120, Roswell, Georgia 30076 (hereinafter referred to as the "Contractor"), collectively referred to herein as the "Parties".

### WITNESSETH THAT:

**WHEREAS**, the City desires to retain a contractor to perform certain services for the completion of a Project (defined below); and

**WHEREAS**, Contractor has represented that it is qualified by training and experience to perform the Work (defined below) and desires to perform the Work under the terms and conditions provided in the Contract Documents (defined below).

**NOW THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

**Section 1. Contract Documents:** This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the "Contract Documents":

- A. Scope of Work, attached hereto as "**Exhibit A**";
- B. Insurance Certificate, attached hereto as "**Exhibit B**";
- C. Contractor Affidavit, attached hereto as "**Exhibit C**";
- D. Subcontractor Affidavit, attached hereto as "**Exhibit D**"; and
- E. City of Milton Code of Ethics (codified in the official Code of the City of Milton) incorporated herein by reference

In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the City, as determined by the City in its sole discretion, shall govern.

**Section 2. The Work:** A general description of the Project is as follows: provide an LED Screen, related equipment, and operator services necessary for operations for Carvin in Crabapple 2025 and Christmas in Crabapple 2025 in Milton, Georgia 30004 (the "Project"). The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work provided in "**Exhibit A**", attached hereto and incorporated herein by reference. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of



the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents.

**Section 3. Contract Term; Termination:** Contractor understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. Contractor shall commence Work pursuant to this Agreement on or before the start date to be specified on a written "Notice to Proceed" issued by the City and shall fully complete the Work and dismantle the equipment at the conclusion of each event as specified in Exhibit "A". The City may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor. Provided that no damages are due to the City for Contractor's breach of this Agreement, the City shall pay Contractor for Work performed to date in accordance with Section 5 herein.

**Section 4. Work Changes:** Any changes to the Work requiring an increase in the Contract Price (defined below) shall require a written change order executed by the City in accordance with its purchasing regulations.

**Section 5. Compensation and Method of Payment:** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **FIVE THOUSAND, FOUR HUNDRED AND 00/100 DOLLARS (\$5,400.00)** ("Contract Price"), except as outlined in Section 4 above. The compensation for Work performed shall be based upon a flat fee, and Contractor represents that the Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Contractor's industry, Contractor will give written notice thereof immediately to the City.

City agrees to pay Contractor for the Work performed and costs incurred by Contractor upon the City's certification that the Work was actually performed and costs actually incurred in accordance with this Agreement. No payments will be made for unauthorized work. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Contractor upon the City's receipt and approval of invoices setting forth in detail the Work performed and costs incurred, along with all supporting documents required by the Contract Documents or requested by the City to process the invoices. Invoices shall be submitted upon completion of the Work, and such invoices shall reflect costs incurred versus costs budgeted.

**Section 6. Covenants of Contractor:**

A. **Ethics Code; Conflict of Interest.** Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement. Contractor and the City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. The Contractor and the City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a contract to the prime Contractor or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

B. **Expertise of Contractor; City's Reliance on the Work.** The Contractor acknowledges and agrees that the City does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the City bears no responsibility for Contractor's Work performed under this Agreement. The City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. The Contractor acknowledges and agrees that the acceptance or approval of any Work by the City is limited to the function of determining whether there has been compliance



with what is required to be produced under this Agreement and shall not relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards.

C. Contractor's Reliance on Submissions by the City. Contractor must have timely information and input from the City in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the City, but Contractor shall be required to provide immediate written notice to the City if Contractor knows or reasonably should know that any information provided by the City is erroneous, inconsistent, or otherwise problematic.

D. Contractor's Representative; Meetings. Brian Higgins [INSERT NAME] shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative. Contractor shall meet with City's personnel or designated representatives to resolve technical or contractual problems that may occur during the term of this Agreement at no additional cost to City.

E. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring and payment of subcontractors, agents, or employees to complete the Work, including compliance with Social Security, withholding, and all other regulations governing such matters. Any provisions of this Agreement that may appear to give the City the right to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the City with regard to the results of such services only. Inasmuch as the City and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

F. Responsibility of Contractor and Indemnification of City. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the City on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify, and hold harmless the City and the City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of a willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

G. Insurance. Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance of the types and amounts approved by the City, as shown on **Exhibit "B"**, attached hereto and incorporated herein by reference. Contractor shall also ensure that any subcontractors are covered by insurance policies meeting the requirements specified herein and provide proof of such coverage. As it relates to any general liability, automobile liability or umbrella policies, and except where such requirement is specifically waived in writing by the City, Contractor shall ensure that its insurer waives all rights of subrogation against the City for losses arising from Contractor's Work and that the City and its officials, employees or agents are named as additional insureds.



H. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of, this Agreement, without the prior express written consent of the City.

I. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, the City shall not enter into a contract for the physical performance of services unless:

- (1) the Contractor shall provide evidence on City-provided forms, attached hereto as “Exhibits C” and “D” (affidavits to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, or
- (2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in “Exhibit C”, and submitted such affidavit to City or provided the City with evidence that it is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event the Contractor contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as “Exhibit D”, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the City within five (5) business days of receipt. The Contractor and Contractor’s subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] **[CHECK ONE]**

- ☐ 500 or more employees.  
☐ 100 or more employees.  
☒ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s)’ indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

J. Confidentiality. Contractor acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information.

K. Licenses, Certifications and Permits. Contractor covenants and declares that it has obtained and will maintain all diplomas, certificates, licenses, permits, or the like required of the Contractor by any and all national, state, regional, county or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary or customarily secured for proper execution and completion of the Work.



L. Authority to Contract. The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

M. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work ("Materials") shall be the property of the City, and the City shall be entitled to full access and copies of all such Materials in the form prescribed by the City. Any and all copyrightable subject matter in all Materials is hereby assigned to the City, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

N. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

O. Consultants Assisting with Procurement. As required by O.C.G.A. § 36-80-28, if the Agreement requires the Consultant to prepare, develop, or draft specifications or requirements for a solicitation (including bids, requests for proposals, procurement orders, or purchase orders) or to serve in a consultative role during a bid or proposal evaluation or negotiation process: (a) the Consultant shall avoid any appearance of impropriety and shall follow all ethics and conflict-of-interest policies and procedures of the City; (b) the Consultant shall immediately disclose to the City any material transaction or relationship, including, but not limited to, that of the Consultant, the Consultant's employees, or the Consultant's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Agreement; and (c) the Consultant agrees and acknowledges that any violation or threatened violation of this paragraph may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

**Section 7. Final Project Documents; Warranty:** Prior to final payment, Contractor shall deliver to City copies of any as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the operation of the Work that is not otherwise in the possession of the City. Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one (1) year from the date of completion at no additional cost to the City.

**Section 8. Miscellaneous:**

A. Complete Agreement; Counterparts; Third Party Rights. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

B. Governing Law; Business License; Proper Execution. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Contractor submits to the jurisdiction and venue of such court. During the Term of this Agreement, Contractor shall maintain a business license with the City, unless Contractor provides evidence that no such license is required. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all applicable federal, state, and local laws,



regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, *et seq.*).

C. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the addresses first given above or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

D. Waiver; Sovereign Immunity. No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only to the extent specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified good faith or official immunities.

E. Agreement Construction and Interpretation; Invalidity of Provisions; Severability. Contractor represents that it has reviewed and become familiar with the Contract Documents, the nature and extent of the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor represents that it has given the City written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the City and the Contractor have executed this Agreement effective as of the Effective Date first above written.

**CONTRACTOR:**  
**MAGNOLIA GOLF GROUP, INC.**

By: 

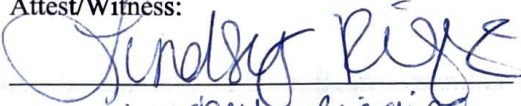
Its:

[CIRCLE ONE]

President/Vice President (Corporation)

[CORPORATE SEAL]  
(required if Corporation)

Attest/Witness:



By:

Lindsey Riggins

Its:

Office Manager

((Assistant) Corporate Secretary if corporation)

**CITY OF MILTON, GEORGIA**

Signature: \_\_\_\_\_

Peyton Jamison, Mayor

Attest: \_\_\_\_\_

By: Tammy Lowit, City Clerk

[CITY SEAL]

Approved as to form:

Signed by:

Jennifer McCall

6/9/2025

City Attorney

Date



**“EXHIBIT A”**



## **City of Milton SEC College Football Milton, GA**

Dates: Oct 25th, 2025

Rental Fee: \$2,500

Load In: Morning/Afternoon of event date

Set Up Time: Less than 1 hour. No additional set up requirements needed from client.

Travel: N/A

Lodging: N/A

Labor: \$200

Meals: Client is responsible for providing meals for one Magnolia operator during event hours of operation.

Total Rental Fee: \$2,700 includes the following...

- 1 Magnolia operator for set up, operation and break down of LED Screen.
- Full color print job of Static 7' x 4' side panels (sponsor logos) and 12' x 18" top panel for title of event and event logos.
- Program all sponsor logos in full color to be displayed on LED Screen. Magnolia will display logo schedule and length of time per logo upon client's request.
- Real time messages on leaderboard - client can display unlimited real time text messages or updates to LED Screen during special events, including event photographs provided to MGG operators in jpeg format by client.
- Stream live television on LED Screen.
- 2 Speakers for outside sound of movie or event.
- Wired microphone for announcements.
- Music can be played prior to start of event but client must provide device with playlist to Bluetooth to Magnolia's sound system.
- Client is responsible for purchasing any necessary movie license for event.
- Client is responsible for providing DVD of movie. Movie can be streamed if necessary.
- Honda EU6500 super quiet generator and fuel to power LED Screen. Sound from generator is rated at 60dB (less than common speech). This high efficient generator powers up to 14 hours of operation at max load with low emissions.

### Display Board Dimensions & Capabilities

4 mm - RGB Outdoor LED producing over 100 billion different colors

360 degree turn radius of leaderboard

LED Screen 7' tall x 12' wide

Side Panels are 7' tall x 4' wide, Top Panel is 18" tall x 12' wide

Hydraulic lift with maximum height of 12' from ground to bottom of leaderboard

Footprint of display board is 8' wide x 14' long – fits into normal parking space

LED Screen Brightness: 6,000 NITS – can be viewed at anytime during the day



## **City of Milton SEC Championship + Holiday Movies Milton, GA**

Dates: Dec 6th, 2025

Rental Fee: \$2,500

Load In: Morning/Afternoon of event date

Set Up Time: Less than 1 hour. No additional set up requirements needed from client.

Travel: N/A

Lodging: N/A

Labor: \$200

Meals: Client is responsible for providing meals for one Magnolia operator during event hours of operation.

Total Rental Fee: \$2,700 includes the following...

- 1 Magnolia operator for set up, operation and break down of LED Screen.
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- Client is responsible for purchasing any necessary movie license for event.
- Client is responsible for providing DVD of movie. Movie can be streamed if necessary.
- Honda EU6500 super quiet generator and fuel to power LED Screen. Sound from generator is rated at 60dB (less than common speech). This high efficient generator powers up to 14 hours of operation at max load with low emissions.

### Display Board Dimensions & Capabilities

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360 degree turn radius of leaderboard

LED Screen 7' tall x 12' wide

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Hydraulic lift with maximum height of 12' from ground to bottom of leaderboard

Footprint of display board is 8' wide x 14' long – fits into normal parking space

LED Screen Brightness: 6,000 NITS – can be viewed at anytime during the day



**“EXHIBIT B”**

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Marsh &amp; McLennan Agency LLC</b> <b>100 Kimball Place, Suite 300</b> <b>Alpharetta, GA 30009</b> <b>770 476-1770</b>		<b>CONTACT NAME:</b> Brenda Reid <b>PHONE (A/C, No, Ext):</b> - <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> brenda.reid@marshmma.com															
<b>INSURED</b> <b>Magnolia Golf Group, Inc.</b> <b>1000 Northfield Court</b> <b>Suite 120</b> <b>Roswell, GA 30076-4906</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A : Berkley Insurance Company</b></td> <td><b>32603</b></td> </tr> <tr> <td><b>INSURER B : Westfield Champion Insurance Company</b></td> <td><b>16447</b></td> </tr> <tr> <td><b>INSURER C : Old Guard Insurance Company</b></td> <td><b>17558</b></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Berkley Insurance Company</b>	<b>32603</b>	<b>INSURER B : Westfield Champion Insurance Company</b>	<b>16447</b>	<b>INSURER C : Old Guard Insurance Company</b>	<b>17558</b>	<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<b>Y</b>	<b>Y</b>	<b>CGL0256382</b>	<b>05/01/2025</b>	<b>05/01/2026</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>C</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car			<b>CWP1333478</b>	<b>05/01/2025</b>	<b>05/01/2026</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>	<b>253243C</b>	<b>08/31/2024</b>	<b>08/31/2025</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**LED Screen Rentals Carvin in Crabapple and Christmas in Crabapple**

**CERTIFICATE HOLDER****CANCELLATION**

**City of Milton, Georgia**  
**2006 Heritage Walk**  
**Alpharetta, GA 30004**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*PETER J. KRAUSE*



**"EXHIBIT C"**

**CONTRACTOR AFFIDAVIT AND AGREEMENT  
under O.C.G.A. § 13-10-91(b)(1)**

STATE OF GEORGIA  
COUNTY OF FULTON

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Milton, Georgia, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1277648  
Federal Work Authorization User Identification  
Number

4/23/16  
Date of Authorization

Magnolia Golf Group, Inc.  
Name of Contractor

LED Screen Rentals 2025: Carvin in Crabapple and  
Christmas in Crabapple  
Name of Project

City of Milton, Georgia  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on MAY 20, 2025 in  
ROSWELL (city), GA (state).

Brian Ribbins  
Signature of Authorized Officer or Agent

BRIAN RIBBINS  
Printed Name and Title of Authorized Officer or  
Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 20<sup>th</sup> DAY OF  
May, 2025

Jeannine Foss  
NOTARY PUBLIC

My Commission Expires:

1/25/2027



N/A

**"EXHIBIT D"**

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**  
**under O.C.G.A. § 13-10-91(b)(3)**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Magnolia Golf Group, Inc. on behalf of the City of Milton, Georgia, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification  
Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

LED Screen Rentals 2025: Carvin in Crabapple and  
Christmas in Crabapple  
Name of Project

City of Milton, Georgia  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in  
\_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or  
Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_