



Board of County Commissioners Pre-Commission Meeting

October 3, 2023 | 4:30 PM

City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Elaine Lucas
Commissioner Mallory Jones
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Virgil Watkins
Commissioner Al Tillman

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval from the September 19, 2023 Pre-Commission Meeting (Sponsored by:)

3. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Appointing Kenvoris Blair To The Keep Macon-Bibb Beautiful Board (Sponsored by:)

4. New Alcohol Beverage Licenses

- a. Balaji Investment Group d.b.a. Shurling Food Mart located at 815 Shurling Drive

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

- b. Cotton Ranch - Final Denial (Sponsored by: Lester M. Miller, Mayor)

5. Special Purpose Local Option Sales Tax

- a. A Resolution Of The Macon-Bibb County Commission To Approve The Forty-Third Amendment To The 2018 SPLOST Project Timeline And Budget As Presented By The SPLOST Project Manager (Sponsored by: Lester M. Miller, Mayor)

- b. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$1,250,000.00 From 2018 SPLOST Proceeds, To Be Allocated To SPLOST Projects As Specified Herein (Sponsored by: Lester M. Miller, Mayor)

6. Appropriations

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$9,353,000.00 In American Rescue Plan Act Funds For The Purpose Of Funding Various Projects Authorized By The American Rescue Plan Act And The Final Rule Concerning The Expenditure Of Local Government Assistance Funds Under The American Rescue Plan Act (Sponsored by: Lester M. Miller, Mayor)

7. Contracts and Purchase Orders for Approval

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To Professional Services Agreement With The Step After - Evidence Based Programming, LLC, To Provide An Additional 12-Months Of Counseling Sessions To Participants On Swift Certain & Fair Domestic Violence Probation Who Have Been Evaluated For Placement In Moral Reconciliation Therapy®, With Funds From The Swift Certain & Fair Supervision Grant (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Professional Services Agreement With The Southern Center For Choice Theory, LLC, To Provide For An Additional 12-Month Term For Counseling Sessions To Participants On Swift Certain & Fair Domestic Violence Probation Who Have Been Evaluated For Placement In The Family Violence Intervention Program, With Funds From The Swift Certain & Fair Supervision Grant (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Professional Services Agreement With S&K Professionals Limited Liability Company For An Additional 12-Month Term, To Provide Individual Counseling Services To Participants On Swift Certain & Fair Domestic Violence Probation, With Funds From The Swift Certain & Fair Supervision Grant (Sponsored by: Lester M. Miller, Mayor)

8. Grants

- a. An Ordinance Authorizing The Mayor To Apply For A 2024 Local Maintenance And Improvement Grant (“LMIG”) In The Amount Of \$2,348,646.26; Authorizing The Acceptance Of Said Funds And Appropriating Funds For The Required 30% Local Match In The Amount Of \$704,593.88, To Be Paid From 2018 SPLOST Revenues, CY 2024 Roads And Bridges – LMIG Line Item Should Said Application Be Approved; Identifying The List Of Road Projects To Be Funded Thereby (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A FY2023 Homeland Security Grant From The Georgia

Emergency Management And Homeland Security Agency (GEMA/HS) In The Amount Of \$10,000.00, With No Local Match Required, To Be Used By The Macon-Bibb County Fire Department For Personal Protective Equipment (Sponsored by: Lester M. Miller, Mayor)

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A BJA Fy23 Edward Byrne Memorial Justice Assistance Grant From The Department Of Justice Office Of Justice Programs, In The Amount Of \$141,817.00, To Be Used By The Bibb County Sheriff's Office To Expand The Current Co-Responder Program (Sponsored by:)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Fy2023 Homeland Security Subgrant From The Georgia Emergency Management And Homeland Security Agency (GEMA/HS) In The Amount Of \$4,500.00, With No Local Match Required, To Be Used By The Bibb County Sheriff's Office For EOD K9 Veterinarian Services And K9 Equipment (Sponsored by:)

9. Installation and Dedications

- a. A Resolution Of The Macon-Bibb County Commission To Approve The Installation And Dedication Of A Donated Park Bench And Signage In Memory Of Susan Davis (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission Designating That Portion Of Kitchens Street Between Luvenia Drive And Mitchell Street As "Rancifer - Stanley Way" In Honor Of The Contributions Of Reverends Hosea Rancifer And David Stanley To Their Community; Appropriation Of An Amount Not To Exceed \$500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Material And Memorial Signage (Sponsored by: Elaine Lucas, Commissioner)

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

- a. An Ordinance Amending Division 16, Article Vi, Chapter 2 Of The Macon-Bibb County Code Of Ordinances To Amend The Provisions Governing The Administration And Operation Of The Friends Of Rosa Parks Square Board (Sponsored by: Lester M. Miller, Mayor)

11. Executive Session

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

PRE-COMMISSION ACTING AS COMMITTEE OF THE WHOLE

MINUTES

September 19, 2023

The Pre-Commission meeting acting as a Committee of the Whole was called to order by Mayor Lester M. Miller.

COMMISSIONERS PRESENT:

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn(on phone-Pension Conf)
Commissioner Paul Bronson (on phone – Pension Conf)
Commissioner Bill Howell
Commissioner Raymond Wilder (on phone - Pension Conf)
Commissioner Mallory Jones
Commissioner Virgil Watkins
Commissioner Al Tillman

COMMISSIONERS ABSENT:

Commissioner Elaine Lucas

GUESTS:

Doug Faour, Aviation Director, Middle Ga Airport

OTHERS PRESENT:

Duke Groover, Interim County Attorney
Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Dir., Planning & Public Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Sr. Assistant County Attorney
Sara Davis, Assistant County Attorney
Adrianna Beavers, Assistant County Attorney
Frank Howard, Assistant County Attorney
Chris Floore, Public Affairs
Olivia Walter, Communications
Edna Adams, Communications
Charles Brooks, Director of Engineering
John Hayes, Asst. Director of Engineering

1. Call to Order

Mayor Lester M. Miller called the meeting to order

2. Approval of Minutes

- A. Approval of the minutes from the September 5, 2023 meeting (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wilder and carried unanimously, the minutes of the September 5, 2023 meeting were approved.

3. New Alcohol Beverage Licenses

- A. Apt 77 located at 401 Cherry Street, Macon, GA 31201

On motion of Commissioner Wynn, seconded by Commissioner Howell and carried unanimously, the license for Apt 77 was approved.

- B. Francar's Buffalo Wings located at 1365 Linden Avenue, Macon, GA

On motion of Mayor Pro Tem Clark, seconded by Commissioner Jones and carried unanimously, the license for Francar's Buffalo Wings was approved.

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

- A. An Ordinance To Amend Chapter 19 Of The Macon-Bibb County Code Of Ordinances To Alter Requirements Related To Leasing Real Property (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Jones and carried unanimously, the Code was amended to alter requirements related to leasing real property.

5. Change to Organization Chart

- A. An Ordinance To Authorize A Budget Amendment To Reflect Expected Revenue And Appropriate Sums For The Operation Of The Fixed Base Operator ("FBO") At The Middle Georgia Regional Airport; To Amend The Macon-Bibb County Organizational Chart To Add Multiple Positions To The Airport Department; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Jones and carried unanimously, the Budget Amendment for the FBO at Middle Georgia Regional Airport and the organization chart for the Middle Georgia Regional Airport were approved

- B. An Ordinance To Amend The Macon-Bibb County Organizational Chart To Add The Position Of "Transportation Safety Manager" To The Engineering Department; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Mayor Pro Tem Clark and passed unanimously, the Organization Chart revision for the Engineering Department was approved.

6. Supplemental Appropriation

- A. An Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation Of \$620,884.15 From General Fund – Fund Balance To The LMIG/GDOT Grant Funds Account – Roadwork Line Item For The Purpose Of Supplementing The Roads List For The Deep Patch Asphalt Resurfacing Project (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Jones and carried unanimously, the Supplemental Appropriation for Roadwork was approved.

7. Grants

- A. A Resolution Authorizing The Mayor To Execute A Grant Agreement With The U.S. Department Of Transportation (DOT) Under The Alternate Essential Air Service Program (AEAS), In The Amount Of Up To \$20,205,775.00, With No Local Match, To Subsidize Air Service Out Of The Middle Georgia Regional Airport (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Tillman, seconded by Commissioner Jones and carried unanimously, the Grant Agreement with GDOT for AEAS was approved.

8. Executive Session

On motion of Commissioner Howell, seconded by Mayor Pro Tem Clark and carried unanimously, the Commission went into Executive Session for reasons listed below.

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb County or any officer or employee or in which the county or any officer or employee may be directly involved as provided.

On motion of Commissioner Jones, seconded by Commissioner Howell and carried unanimously, the Commission came out of Executive Session.

9. Adding Items to the Agenda:

A. Consent Order for Recess Bar & Lounge and Niche Lounge

On motion of Commissioner Tillman, seconded by Commissioner Howell and carried unanimously, the above items were added to the agenda

On motion of Commissioner Tillman, seconded by Commissioner Watkins and carried unanimously, the consent order for the re-opening of Recess Bar & Lounge and Niche Lounge were approved.

B. An Ordinance to authorize the Amendment of the Macon-Bibb County Solid Waste and Materials Management Plan; to place a temporary Moratorium on the placement or building of new solid waste handling facilities.

On motion of Mayor Pro Tem Clark, seconded by Commissioner Tillman and carried unanimously, the Amendment to the Solid Waste Plan and Moratorium on new solid waste handling facilities was added to the agenda.

On motion of Mayor Pro Tem Clark, seconded by Commissioner Tillman and carried unanimously, the Amendment to the Solid Waste Plan and Moratorium on new solid waste handling facilities was approved.

There being no further business, the meeting was adjourned.

Respectfully submitted:

Janice S. Ross, CMC
Clerk of the Macon-Bibb County Commission



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING KENVORIS BLAIR TO THE KEEP MACON-BIBB BEAUTIFUL BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Keep Macon-Bibb Beautiful Board has been established pursuant to Section 2-736 of the Macon-Bibb County Code of Ordinances, and has a stated mission to promote public interest in the general improvement of the environment of Macon-Bibb County through litter prevention, recycling, and beautification; and

WHEREAS, pursuant to Sections 2-739 and 2-740 of the Macon-Bibb County Code of Ordinances, the Keep Macon-Bibb Beautiful Board consists of no more than twenty-eight (28) members appointed by the governing authority of Macon-Bibb County, who shall be residents of Macon-Bibb County, and each said member shall serve a term of three (3) years; and

WHEREAS, Kenvoris Blair has been recommended for appointment, to succeed Scarlett Farr, whose term is set to expire October 5, 2023; and

WHEREAS, Kenvoris Blair has expressed his interest and willingness to serve, meets all rules, regulations, and requirements necessary for appointment and submitted his resumes and certificate of good standing for reference and review, attached hereto as Exhibit A; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that Kenvoris Blair is hereby appointed

to serve as a member of the Keep Macon-Bibb Beautiful Board for a term of three (3) years, with said term to begin on October 6, 2023, and expire October 5, 2026.

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

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

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

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

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

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

[Signatures on the following page]

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

Q:\RES MACON-BIBB\2023 Miller Appointing Kenvoris Blair To KMBB Board.Docx

EXHIBIT A

Macon-Bibb County Certificate of Good Standing

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

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

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

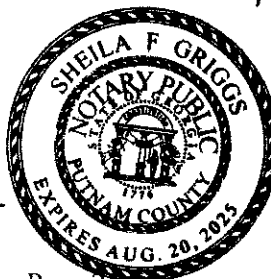
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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

Ken Blair / [Signature]
Print and Sign Name

Sworn to and subscribed before me this
30 day of May, 2023

Sheila F. Griggs
Notary Public

My commission expires: 8/20/2025



Curriculum Vitae

Ken Blair

307 Pond View Road

Macon, GA 31206

(706) 466-5173

kblair@wesleyancollege.edu

Summary Highly motivated, educational professional with over eight years' experience in designing, managing, or implementing postsecondary development, financial literacy, academic success and resources with Mercer University Office of Student Financial Planning, Upward Bound Program and Wesleyan College. Extensive experience preparing students for post-secondary academic success through various forms of student development workshops and programming. Continuously meet federal objectives thru identifying, recruiting, retention and selecting over 155 student participants annually. Demonstrated ability in utilizing computer technology to access data, maintain records, and generate reports for Annual Performance Reports and Grants. 8 years of professional advertising, marketing principals and sales experience. Advanced background in marketing strategies, communication, strategic planning, project and product management, and advertising. Experienced sales and marketing in the concertation areas of commercial and residential management, with background as an leasing specialist, assistant and property manager for several properties in Macon, GA. Excellent communicator with strong speaking, writing, research, and analytical skills. Successfully served in the following positions: Associate Director, Property Manager, Workshop Facilitator, Educational Specialist, Academic Coordinator, Director of First Year Experience and Student Success Coach.

Areas of Expertise

- Post-secondary Planning
- Student Development
- Marketing & Sales
- Recruitment
- Technology Integration
- Curriculum Development
- Workshop Facilitation
- Counseling
- Data Management
- Student Evaluation
- Grant Research
- Mentoring

Education **Master of Business Administration**
Brenau University, Gainesville, GA
December 2016

Bachelor of Applied Science in Organizational Leadership Minor: Education
Mercer University, Macon, GA
May 2013

Work Experience

Director of Strategic Initiatives, August 2022- Present Wesleyan College, Macon, GA

- Oversees projects and initiatives from the president of the college
- Facilitates meetings and strategies with community partners
- Implements strategic initiatives to increase the visibility of the college

Director of First Year Experience, August 2020- July 2022 Wesleyan College, Macon, GA

- Provides leadership and coordination for first-year programs
- Facilitate a successful college transition for freshmen through orientation, workshops, and special programming
- Plan and coordinate events and programs for faculty, staff, and students
- Collaborate with Marketing staff to create flyers for mailing, email/social media communications
- Delivers support, resources, and programming that promote engagement, student persistence, retention, and academic success
- Manages programs and services promoting student persistence and success in order to improve undergraduate retention and graduation rates
- Prepares semester and annual reports detailing freshmen retention and cohort persistence data in collaboration with the director of the academic resource center and academic provost
- Participates in the assessment process and recommends action for improvement based on data, student success, and persistence
- Advisor for first-year and undeclared students
- Utilizes the retention management system for student communication and early intervention for student caseload
- Participates in ongoing listservs and professional development to incorporate best practices in first-year programming
- Participates in campus-wide committees related to first-year programs
- Designs, facilitates, and evaluates course curriculum, training, and syllabi for freshman seminar courses
- Acts as the master administrator for the freshman seminar courses and coordinated learning communities
- Serves as an instructor for a freshman seminar course each semester
- Coordinates the implementation of the New Student Orientation program for fall and spring
- Hires, supervises, evaluates, and mentors first-year programs staff
- Hires, trains, and mentors first-year programs staff, faculty, and student employees, including New Student Orientation program peer leaders

Special Project: Academic Student Success Coach

- Monitor, advise, and provide learning support for at-risk students including those on academic recovery and those identified as academically in need through the early alert program
- Design strategies to support at-risk students and coordinate with academic advisors and faculty members to facilitate improvements in student success
- Academic Student Success Committee
- Staff Council
- President's Task Force Committee

Academic Coordinator, October 2017- August 2020

Mercer University, Upward Bound, Macon, GA

- Monitor student progress and provide academic advising & career/personal counseling
- Monitor and maintain up-to-date and accurate student records
- Coordinate the implementation of personal, career, and postsecondary counseling and academic support services for academic year and summer program components
- Hire, train, supervise, and evaluate part-time tutoring, summer residential, and mentoring program staff
- Coordinate the Summer Career Work Study Component for summer participants
- Manage a caseload of students by providing academic information and assistance
- Submit required documentation and requests as directed
- Assumes leadership role when required to organize the workflow and ensure that staff understands their duties or delegated tasks
- Have a proficient understanding of the BLUMEN software database
- Knowledgeable of APR requirements and annual targets
- Facilitates academic workshops for high school students
- Oversees SAT/ACT strategy sessions
- Collaborates with community agencies to provide educational services
- Conducts research for grant writing
- Works with low-income, first-generation students, and adults to achieve post-secondary success through financial literacy and college admissions completion
- Increase the Retention and Success Rate of program participants
- Utilizes computer technology to access data, maintain records, and generate reports for Annual Performance Reports

Educational Specialist, February 2017-October 2017

Mercer University, Upward Bound, Macon, GA

- Objective and detail-focused in carrying out the mission and vision of the program
- Assisted students in establishing and clarifying educational, career, and personal goals
- Collected and entered data in the BLUMEN database and maintained accurate student records
- Prepared and delivered lectures to students within the prescribed curriculum standards
- Provided postsecondary advising and academic assistance to 9th-12th grade students
- Facilitated stimulated class discussions through face-to-face and online learning methods

- Provided effective strategies to advise colleagues on how to assist students with post-secondary learning
- Guided students in high school course selections and college degree requirements
- Performed teaching-centered and service-learning activities
- Mentored assigned students through first-year of college enrollment
- Facilitated leadership workshops and advised high school students on college access across the United States
- Increase the Retention and Success Rate of program participants
- Served as scholar relations correspondent between parents and faculty
- Coordinated student activities to meet leadership objectives

Associate Director, November 2014-February 2017

Mercer University, Office of Student Financial Planning, Macon, GA

- Awarded traditional students financial aid packages
- Athletic Financial Associate Director for Football students
- Awarded and revised financial aid packages
- Counseled students regarding financial resources and opportunities
- Effectively communicated with parents, professors, and other University departments
- Financial Aid presentations and registrations
- Team Assessment Leader of internal and external student records
- Served as the Marketing representative for the department
- Maintained a working knowledge of Title IV regulations
- Worked with various student platforms including Campus Nexus, Canvas, and MyMercer
- Provided detailed and excellent customer service to students, parents, and outside representatives
- Awarded Non-Traditional Regional Academic students financial aid packages
- Facilitated workshops for academic centers for financial and University presentations
- Advised students, created and presented weekly academic, career workshops and webinars
- Represented the University as an Alumni and staff at various programs
- Maintained a working knowledge of the University's procedures and policies

Property Manager, June 2009- November 2014

Element National Management, Macon, GA

- Served as a team leader and implemented major goals and initiatives for the organization
- Increased property occupancy from 80% to 95% in the first 90 days of employment
- Provided strategic planning and project management that led to consistent sales growth
- Specialized in Marketing and Sales and Strategic Management
- Customer Service Communication Specialist
- Maintained an excellent understanding of the organizations' purchasing processes and procedures
- Prepared and submitted weekly reports for business data analytics
- Developed marketing surveys and resources for the company

- Employed various graphic and marketing strategies to increase sales through social media campaigns

Teaching Experience

WISE Instructor, August 2021- Present
Wesleyan College, Macon, GA

- Advise all first-year and undeclared students
- Facilitates curriculum and instructional learning online and in-person
- Maintain office hours
- Evaluates student progress through weekly grade submission

Experience University Instructor, August 2018- August 2020
Mercer University, Macon, GA

- Excellence in Advising Award Nominee
- Facilitates instruction in the history and culture of the university
- Maintains office hours
- Evaluates student progress through weekly grade submission

Faculty/Instructor, February 2017- August 2020
Mercer University, Upward Bound, Macon, GA

- Facilitates academic workshops for high school students
- Serves as an advisor and academic instructor
- Coordinates scholar activities
- Provides tutorial services for postsecondary advising

Mentor Advisor, August 2017- August 2020
Mercer University, Upward Bound

- Facilitates instruction in the introductory UB 101 course section
- Conducts weekly meetings
- Maintained office hours
- Evaluates student progress through weekly journal and discussion question submissions

Leadership Experience

Candidate, Leadership Mercer 2020
Mercer University Campus Life and Student Involvement, Macon, GA

- Participates in monthly Leadership Macon seminars along with other campus decision-makers and students to review topics of interest and issues of importance and concern for the Mercer community.

Advisor, Minority Mentor Program August 2017- August 2020
Mercer University Office of Student Support Services, Macon, GA

- Advises over 100 first-generation undergraduate students on scholastic and retention efforts.

Student Affairs Assessment Committee, January 2019- August 2020
Mercer University, Macon, GA

- Assist the division in strategic and effective assessment endeavors for the university.

Co-Advisor, National Pan-Hellenic Council March 2017- August 2020
Mercer University, Macon, GA

- Advises six undergraduate fraternity and sorority chapters on civic engagement and academic success

Vice President, Macon Middle-GA National Pan-Hellenic Council January 2018- Present
Macon, GA

- Advises graduate/alumni fraternity and sorority chapters on civic engagement and academic success

UNV 101 Instructor, August 2018- August 2020
Mercer University Academic Services, Macon, GA

- Mentor incoming college first-year students on policies and procedures as well as personal scholastic concerns and goals

Volunteer Experience

Founder, Greeks of Warren County Mentor Program Warren County High School, Warrenton, GA, March 2016-Present

- Mentors first-generation students for postsecondary success

Secretary, Macon-Bibb County, Mercer University, Macon, GA, September 2018- September 2019

- Communicates essential bulletins, maintains accurate minutes, and serves as scholarship chair

Member, Mercer University Alumni Social Media Ambassador, Mercer University, Macon, GA, March 2017-present

- Communicates essential bulletins via Social Media as an Alumni Correspondent

Member, Think Tank, Mercer University, Macon, GA, November 2017- August 2020

- Facilitates workshops and panels to discuss diversity and inclusion on campus
- Develops leadership curriculum and college success strategies for at-risk college students
- Provides cultural experiences and community engagement service projects for undergraduate students

Co-Advisor W.O.M.E.N., February 2018- August 2020

Women of Minority Empowering the Neighborhood, Mercer University, Macon, GA

- Mentors aspiring undergraduate students with a community service focus

Advisor, October 2018-August 2020

Mercer University Mentor Program, Macon, GA

- Facilitates academic workshops
- Conducts workshops enriching study skills and etiquette for at-risk high school students
- Provides tutoring services and cultural experiences

Community/Professional Volunteer, August 2017- August 2020

Mercer University, Macon, GA

- Logged nearly 450 service hours
- Facilitated clothing, food, blood, and voter registration drives
- Volunteered at Rescue Mission and various community agencies

Speaking Engagements

- Keynote Speaker, Wesleyan College BSA (April 2021)
- Presenter, College Expo-College 101 (March 2019)
- Speaker/Presenter, Youth Leadership Conference (March 2019)
- Panelist, Mercer Firsts Program Student Success Conference (March 2019)
- Facilitator, TRIO Alumni Mixer (February 2019)
- Speaker, Warren County High School Literacy Night (February 2019)
- Speaker/Facilitator, Upward Bound Roundtable (February 2019)
- Speaker, Family Connection Resource Fair, and Luncheon (October 2018, 2019)
- Speaker, Youth Inspiration Community Day (August 2018)
- Speaker/Presenter, Alumni Day, Community Event (September 2018)
- Presenter, Minority Mentors, Mercer University (August 2014, 2015, 2018)

Honors

- Mercer University Minority Mentor Program 40 under 40 (2022)
- Mercer University Minority Mentor Program Visionary Leadership Award (2022)
- Wesleyan Workhorse Award (2022)

- MaconIT Community Award (2022)
- National Pan-Hellenic Council Outstanding Frater Award (2021)
- Warren County Proclamation and Recognition Day (2021)
- Mercer Memories Publication Spotlight (2020)
- Manly Deeds Award (2020)
- Neophyte Award (2020)
- Brenau University Professional Achievement Award (2020)
- Macon-Middle Georgia Black Pages Young Entrepreneurs & Professionals (2019-2020)
- Mercer University Faculty/Staff Spotlight (2019)
- Community Service Award (2019)
- Rural Leader Magazine 40 under 40 (2019)
- W.O.M.E.N. Organization of the Year Advisor (2019)
- Mercer University Excellence in Advising Nominee (2019)
- Golden Key Honour Society Inductee (2018)

Professional Memberships

- Member, Mercer University African American Alumni Leadership Council (2018-Present)
- Member, Golden Key Honor Society Graduate (2018-Present)
- Member, Georgia Association of Special Programs Personnel (GASPP) (2017-2020)
- Member, Southeastern Association of Educational Opportunity Program Personnel (SAEOPP) (2017-2020)

Professional Trainings

- | | |
|--|----------------------|
| ▪ Community Foundation Training | March 2023 |
| ▪ 40 th Annual Conference: The First-Year Experience | February 2021 |
| ▪ Managing Bias Certificate of Completion | March 2021 |
| ▪ Diversity: Inclusion in the Modern Workplace | March 2021 |
| ▪ Accommodating Disabilities Certificate | March 2021 |
| ▪ Mercer University Office of Diversity and Inclusion
Rainbow Connection LGBTQ+ Certificate | August 2020 |
| ▪ Bridges: Taking Action Certificate of Completion | November 2020 |

Added to the October 3, 2023 Pre-Commission Agenda



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

License Fees are Prorated by Month that Completed Application is Submitted

2021 LICENSE FEES (Check All That Apply)					
*Distilled Spirits Packaged to Go	\$2,900	*Malt Packaged to Go	\$800	Wine Packaged to Go	\$700
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P.	\$800	Wine *C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Brown Bag	\$300
Malt Beverage Taproom	\$2,500	Cocktail Room	\$2,500	Alcohol Beverage Caterer	\$600
				Temporary Alcohol License	\$100
Please check here if you are applying for a Business Continuation License.					
Business Continuation License 25% of applicable licensing fees					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premises)	

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

\$ _____ Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ _____

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.07/2021

Select One: ☒ New Business☐ Change of location☐ Change of Business**BUSINESS**Federal Tax ID #: 84 3309369 State Tax ID #: 309-634126Business Name: Balaji Investment Group LLC Corporate and Trade Name: Shurling Food MartLocal Business Address: 815 Shurling Dr, Macon, GA, 31211
(P.O. Box Not Allowed) City State ZipMailing Address: 1376 Threepine Pl, Lilburn, GA 30047
(P.O. Box Not Allowed) City State ZipLocal Business Phone #: () _____ Email Address: Shurlingfoodmart@gmail.comContact Person: HASAN/AZIZ Contact Phone #: (404) 455 0888 / 678 793 7278**AGENT**Agent's Name: AZIZ Budhwani Agent's Title: Owner**INDIVIDUAL/OWNER INFORMATION**Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:Owner/Individual's Name: AZIZ Budhwani Title: OwnerHome Address: [REDACTED]Mailing Address: Same As Above City: _____ State: _____ Zip: _____

Rev. 10/2021

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the **Bibb County Sheriff's Office** to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):	AZIZ Shamsuddin Budhwani



This authorization is valid for 90/180/____ (circle one) days from date of signature.



I, AZIZ Shamsuddin Budhwani, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

X AZIZ S. Budhwani
Signature

7/19/21
Date

*****Include a copy of your valid State/Government issued identification*****

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

Purpose Code used: (check one)

☐	Employment (E) – Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N) - Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P) – Provides Georgia Felony Convictions Only

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

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

Rev. 9/2020

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

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

- 1) ☒ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) ☐ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

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

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

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

Business Name: Balgi Investment Group LLC.
Printed Name of Applicant: AZIZ Budhwani
*Signature of Applicant: X AZIZ Budhwani

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 19 DAY OF July, 2023.

Jasmine West
NOTARY PUBLIC

03/11/2025
MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: AZIZ SHAMSUDDIN BUDHWANI
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 815 SHURLING DR.
BUSINESS NAME: BALAJI INVESTMENT GROUP LLC.

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.

☒ _X_ Comply ☐ ___ Does not Comply

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

☐ ___ Comply ☐ ___ Not Applicable ☒ _X_ Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.

☐ ___ Comply ☐ ___ Complies , but does not comply with other restrictions

☒ _X_ Not Applicable

By:  for

F. Charles Brooks, Macon-Bibb County Engineer

Date: 7/24/2023

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises

OR

Package Sale to Go

(Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcohol treatment center, public library, and Macon-Bibb Housing Authority unit.

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

2,300' — Balaji Investment Group LLC.
#815 Shurling Drive
SCHOOL GROUND property line

2,600' — Martin Luther King Jr. Elementary
SCHOOL BUILDING
Martin Luther King Jr. Elementary

9,700' — COLLEGE CAMPUS property line
Mercer University
#433 Cherry Street
5,900' — ALCOHOL TREATMENT CENTER building
River Edge - Emery Hwy.

5,700' — PUBLIC LIBRARY or BRANCH building
Shurling Branch

337' — MHA housing unit property line
Hunt School Village

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store
Applicant self-identifies as a:
"GAS STATION"

OK!

Paul J. Hoinowski
July 24, 2023



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
129444	446964	Print Legal Ad-IPL01324650 - IPL0132465		\$46.36	1	29 L

Attention: Aziz Budhwani

Aziz Budhwani
815 shurling drive
Macon, GA 31211

Shurlingfoodmart@gmail.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the July 28, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Balaji investment group LLC. SHURLING FOOD MART, 815 shurling drive, Macon, Georgia.31211. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This July 21, 2023. Aziz budhwani ,
Applicant
IPL0132465
Jul 23,30 2023

To Whom It May Concern:

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

2 insertion(s) published on:

07/23/23, 07/30/23

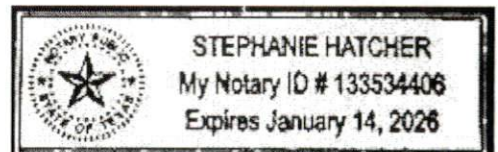
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Semons

Sworn to and subscribed before me this 31st day of July in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO:	2019-00021502	DATE OF ISSUE:	10/22/2019
ISSUED TO NAME:	Cheveron Food Mart		
OWNER'S NAME:	INSHA PROPERTY LLC		
PROPOSED USE:	C/O C-store with fuel sales and alcohol PTG		
ADDRESS OF PROPOSED USE:	815 SHURLING DR		
STRUCTURE:	EXISTING		
MAP/PARCEL:	S063-0200	ZONING DISTRICT:	C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

Change of ownership of an existing C-store with fuel sales and alcohol PTG. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services. Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 4/19/2020 THIS PERMIT IS NULL & VOID

APPROVED BY: Butch Sementilli

NOTICE

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

RECEIPT INFORMATION

Permit Description	Charge Description	Charge	Paid
Comm/Industr/Institutional	Alcohol Package to Go	\$150.00	\$150.00
Comm/Industr/Institutional	COMMERCIAL/INDUSTRIAL/INSTITUTIONAL	\$525.00	\$525.00
	TOTALS:	\$675.00	\$675.00

Control Number : 19131685

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

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

BALAJI INVESTMENT GROUP LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **10/07/2019** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **10/09/2019**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 10/7/2019 11:21:11 AM

BUSINESS INFORMATION

CONTROL NUMBER	19131685
BUSINESS NAME	BALAJI INVESTMENT GROUP LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	10/07/2019

PRINCIPAL OFFICE ADDRESS

ADDRESS	815 SHURLING DRIVE, MACON, GA, 31211, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
AZIZ BUDHWANI	815 SHURLING DRIVE, MACON, GA, 31211, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
AZIZ BUDHWANI	ORGANIZER	815 SHURLING DRIVE, MACON, GA, 31211, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	AZIZ BUDHWANI
AUTHORIZER TITLE	Organizer

Ownership Disclosure Form

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

Business:

Trade Name: Shurling Food Name of Corporation: Balaji Investment Group LLC

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

Individual:

Name and Title: AZIZ Budhwani owner Telephone Number: () 404 4550 888

Mailing Address: Same as Above

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 1
 - ☐ Member holdings 100 % of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ___% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____



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

Alcohol Handler's Beverage License Application Renewal

APPLICANT

First Name: Aziz

Last Name: BUDHWANI



- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ You must complete the following only if you are NOT a United States Citizen:
(S.A.V.E) Systematic Alien Verification For Entitlements affidavit, and provide a copy of:
(SVD) Secure and Verifiable Document (see list attached)
- ☐ A current Color (passport size) photographs of applicant.
- ☐ \$25 cash, money order, cashier's check, or personal check payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

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

Aziz Budhwani
Applicant's Signature

12/8/22
Date

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

This 08 day of December, 20 22

Jasmine West
NOTARY PUBLIC



03/11/2025
MY COMMISSION EXPIRES



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

AZIZ SHAMSUDDIN BUDHWANI

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-12-09

Serial No.

cert_jd7g3r9k





Aziz Budhwani



AH000246

ALCOHOL HANDLER

EXP: 12/31/2023

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Lease") made effective this October 2019 ("Effective Date"), by and between INSHA PROPERTY LLC, a Georgia Limited Liability Company, (hereinafter the "Landlord") and BALAJI INVESTMENT GROUP LLC, a Georgia Limited Liability Company (hereinafter the "Tenant").

WITNESSETH:

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

1. Premises. Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the property and improvements located at 815 Shurling Drive, Macon, Georgia 31211 (the "Premises"), together with the nonexclusive right to use any common areas of the Premises.

2. Term of Lease. The Commencement Date of this Lease shall be the Effective Date (the "Commencement Date"), and ending on the day preceding the fifth (5th) anniversary of the Commencement Date at midnight, unless sooner terminated as hereinafter provided (hereinafter called "Term"). Provided Tenant is not in default of this Lease, Tenant shall have two (2) five (5) year options to renew. The options granted herein shall be automatically exercised unless the Tenant provides notice of termination to the Landlord at least six (6) months from the expiration date of the then current term, subject to the express acceptance of the option to renew by the Landlord. Notwithstanding the foregoing, the Landlord may terminate this Lease at any time upon written notice to the Tenant.

3. Rent.

a. *Minimum Rent.* Tenant agrees to pay Landlord, without any prior demand therefore and without any deduction or set-off whatsoever, as fixed minimum rent, at the above address, or at any other address as designated by Landlord, promptly on the first (1st) day of each month in advance, during the Term and any renewals, rent as follows:

i. Commencement Date – End of Month 48	\$6,500.00 per month
ii. Month 49 – Month 60	\$8,000.00 per month
iii. Month 61 – Month 120	\$8,500.00 per month
iv. Month 121 – Month 180	\$9,500.00 per month

b. *Additional Rental.* In addition to the Minimum Rent required to be paid pursuant to the terms of this Lease, Tenant agrees to pay, as additional rent, all sums and other charges required to be paid by Tenant pursuant to other provisions and exhibits to this Lease, whether or not the same be designated "Additional Rental" (hereinafter called "Additional Rental"), and Landlord shall have the same remedies for Tenant's failure to pay same when and as required, as if it constituted Minimum Rent.

c. *Late Fees.* Landlord has no obligation to accept late rental payments after the fifth (5th) of the month. However, if Landlord elects to accept rental payments after the fifth (5th) day of

the month, the rental payment shall include an additional sum of ten percent (10%) of the normal rental payment. Landlord's election to accept rental payments after the fifth (5th) day of any month shall not operate as a waiver or modification of the monthly rental payments terms for any subsequent months. Landlord and Tenant agree that the foregoing late charges represent a fair and reasonable estimate of Landlord's additional costs. Acceptance of such late charges by Landlord shall not constitute a waiver of Tenant's default with respect to such overdue amount or prevent Landlord from exercising any of its other rights and remedies hereunder.

d. *Returned Payments.* In the event any payment is returned for insufficient funds, Tenant shall pay an additional amount equal to (i) Two Hundred and no/100 Dollars (\$200.00); or (ii) five percent (5%) of the face amount of the returned instrument, whichever is greater. Should more than one payment be returned during any calendar year, the Landlord shall have the option to require payment of rent by electronic funds transfer. Tenant shall promptly complete and return to Landlord any such forms that may be necessary to set up the electronic funds transfer process.

e. Tenant's obligation to pay minimum rent, additional payments, and keep and perform any and all covenants and agreements herein contained is absolute shall not be abated, released, or discharged because of any reason whatsoever except as is otherwise specifically provided for in this Lease. In the event Landlord terminates this Lease as a result of Tenant's default, Landlord shall be entitled all outstanding rent payments due from the termination of the Lease until the lapse of the term of the Lease or any extension options that may have been exercised.

f. Unless directed otherwise by the Landlord, the Minimum Rent and Additional Rent shall be paid to Landlord via electronic funds transfer. Tenant hereby covenants and agrees, from time to time, to execute any and all documents required to facilitate payment by electronic funds transfer.

4. **Security Deposit.** As security for Tenant's prompt and full payment of the rent, and the faithful and timely performance of all provisions of this Lease, to be performed on Tenant's part, the Tenant has pledged and deposited with Landlord \$6,000.00. It is acknowledged and agreed that Landlord is not establishing a separate account for such security deposit and such deposit may be commingled with other monies of Landlord. Further, Tenant shall not be entitled to interest, if any, on the security deposit. In the event any default shall be made in the performance of any of the covenants on the part of Tenant with respect to any item or matter, Landlord shall have the right, but shall not be obligated, to apply said security deposit to the curing of such default. Any such application by Landlord shall not be a defense to any action by Landlord arising out of said default and shall be in addition to any other remedies available to Landlord as may be provided by law or this Agreement; and, on demand, Tenant shall restore said security deposit to the full amount set forth. On the expiration, or earlier termination, of this Lease, or any extension or renewal thereof, provided Tenant has paid all of the rent herein called for and fully performed all of the other provisions of this Lease to be performed on its part, the Landlord will return to the Tenant any then remaining balance of said security deposit. In the event of a sale of the Premises, subject to this Lease and transfer of the Security Deposit to the new landlord, Landlord shall be released from all liability for the return of the Security Deposit and Tenant shall look solely to the new landlord for the return of the Security Deposit. This provision shall apply to every transfer or assignment made of the Security Deposit to a new landlord.

5. **Condition of Premises.** Landlord and Tenant acknowledge and agree that no representations or warranties, either express or implied, have been made by Landlord with respect to the Premises. Nothing herein contained shall be construed as a warrant by Landlord and Landlord hereby expressly disclaims any such warranty, that the said Premises are in good condition or fit or suitable for any particular purpose, including but not limited to, the use and purposes for which the Tenant desires to lease the Premises. Notwithstanding any provision to the contrary contained herein, the Tenant accepts the building, improvements, equipment, parking lot, appliances, bathroom facilities, electrical and plumbing systems, gasoline dispensing systems, including but not limited to the underground gasoline tanks, underground pumps, and gasoline dispensers, lines, swivels, hoses and nozzles, and such other personality at the Premises in their present state "**AS IS and WHERE IS**". Acceptance of the Premises shall be conclusively premised upon occupancy by the Tenant. Nothing herein contained shall be

construed as a warranty by Landlord that said Premises are in good condition or fit or suitable for the use and purposes for which the Tenant wishes to lease the Premises, and the Tenant herewith agrees that it has examined the Premises and is fully satisfied with the physical condition thereof.

6. Equipment, Fixtures, and Personal Property. Tenant acknowledges that Tenant shall take delivery of the Premises with fixtures, equipment, and personal property ("Landlord's Property") that has been acquired, purchased, or installed by the Landlord. Per the Tenant's obligations herein, Tenant shall be solely responsible for the maintenance, repair, and insurance of said Landlord's Property as may be necessary from time to time in the ordinary course of business. Additionally, all fixtures, equipment, improvements, and appurtenances attached to or built into the Premises (collectively, "Fixtures"), shall be and remain a part of the Premises and shall not be removed by Tenant, unless such Fixtures are being replaced. Any Fixtures that are installed by the Tenant, upon expiration or earlier termination of this Lease, shall become the property of Landlord. Tenant shall be obligated to maintain and repair any Fixtures that may require maintenance or repair and shall remain at the Premises at all times, unless such Fixtures are replaced. Tenant shall maintain the Landlord's Property inclusive of the gasoline dispensing equipment.

Any movable furniture or equipment purchased by Tenant and placed on the Premises (collectively, "Tenant's Property") shall be and shall remain the property of Tenant. At or before the expiration or any earlier termination of this Lease, Tenant, at Tenant's expense shall remove Tenant's Property from the Premises (except such items thereof as Landlord shall have expressly permitted to remain, which shall become the property of Landlord), and Tenant shall repair any damage to the Premises resulting from any installation and/or removal of Tenant's Property. Any items of Tenant's Property which remain in the Premises after the expiration or any earlier termination of this Lease, may, at the option of Landlord, be deemed to have been abandoned, and may be retained by Landlord as its property or disposed of by Landlord, without accountability, in such manner as Landlord shall determine, at Tenant's expense. All trade fixtures, trade apparatus, equipment and other property of Landlord (including all replacements) located on the Premises, at any time, shall remain the property of Landlord and may not be removed, sold, conveyed, encumbered or transferred by Tenant. Should any of Landlord's Property be damaged, lost or otherwise impaired during the Term for any reason, Tenant shall promptly notify Landlord and shall repair or replace, at Tenant's sole expense, the affected item or items of Landlord's Property.

7. Repairs and Maintenance. Except as otherwise provided herein, Landlord gives to Tenant sole control of Premises and Landlord shall be under no obligation to inspect said Premises or make any repairs to the Premises. Tenant assumes and accepts the sole responsibility for the condition, use, operation, maintenance, repairs, replacement, and management of the Premises, and all of Landlord's Property located thereon, in its present condition and as suited for the intended use by Tenant. Tenant shall, throughout the Term of this Lease, at Tenant's expense, maintain in good order and repair the Premises and all equipment, and all improvements, fixtures and equipment located on the Premises as may be required in the sole discretion of the Landlord. Tenant's obligations under this Section shall include, but not be limited to, modifying, repairing, replacing, installing and maintaining, as applicable, the following: items as are required by any governmental agency having jurisdiction thereof (whether the same is ordinary or extraordinary, foreseen or unforeseen); interior walls and glass; the interior portions of exterior walls; ceilings and roof; utility meters exclusively serving the Premises (including those outside the Premises); pipes and conduits within the Premises exclusively serving the Premises; all pipes and conduits outside the Premises exclusively serving the Premises between the Premises and the service meter; all fixtures; HVAC equipment (whether such HVAC equipment is located inside or outside the Premises); parking lot and driveway; the storefront and all exterior glass; all of Tenant's signs (both interior and exterior); locks and security devices and/or cameras; all window sashes, casements or frames, doors and door frames. All broken glass, both exterior and interior, shall be promptly replaced by Tenant with glass of the same kind, size and quality. At Tenant's expense, Tenant shall be responsible for providing all janitorial, cleaning and pest control services within the Premises. Tenant will not overload the electrical wiring serving the Premises and will install, at its expense, with Landlord's written approval, any additional electrical wiring required in connection with Tenant's apparatus. Landlord shall be under no obligation to make any repairs, replacements, reconstruction, alterations, or improvements to or upon the Premises, Landlord's Property, or other mechanical equipment exclusively serving the Premises except as expressly provided for

herein. All costs and expenses and other obligations of every kind and nature whatsoever relating to the Premises and the appurtenances thereto and the use and occupancy thereof which may arise or become due and payable with respect to the period which ends on the expiration of the Term in accordance with the provisions hereof (whether or not the same accrue or shall become payable before or during the Term or thereafter) shall be paid and performed by Tenant. Any and all repairs, replacements, rebuilding, painting, cleaning and maintenance of the Premises shall be performed with materials and labor of the kind and quality equal or superior to the original work. Tenant agrees to return the Premises and Landlord's Property to Landlord at the expiration of this Lease, in as good condition and repair as when first received, natural wear and tear excepted. It is acknowledged that the intent of this paragraph is for the Landlord to have no duty or obligation to repair or maintain any portion of the Premises including the Landlord's Property as provided in the following section and except as provided herein. There shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements to any portion of the building or the Premises or to fixtures, appurtenances and equipment therein. Tenant agrees that it will, at its own expense, take such steps as shall be reasonably necessary or required to keep the Premises clean, free of mold, roaches, rodents, insects and other pests and that Landlord shall not be liable for any damage caused by the same.

If Landlord, in the exercise of Landlord's sole discretion, determines that Tenant has failed to make repairs as required under this Section, the Landlord may, but not obligated, enter the Premises to make any repairs or complete any maintenance work that the Landlord determines as necessary to maintain the Premises or Landlord's Property and Landlord shall submit an invoice to the Tenant for payment of such repairs. In the event Landlord is required to make any repairs or complete any work hereunder, such charges to Tenant shall be construed as Additional Rent and may include an administrative fee of ten percent (10%) of the amount expended by the Landlord in making repairs or maintenance under this Section.

IT IS THE INTENT OF THE PARTIES THAT THIS IS A TRIPLE NET LEASE WITH THE TENANT BEING RESPONSIBLE FOR ALL COSTS, MAINTENANCE, OR REPAIRS RELATED TO THE PREMISES AND THE LANDLORD HAVING NO RESPONSIBILITY.

7. Common Area Maintenance. Tenant shall maintain and manage during the term of this Lease all of the Common Areas of the Premises. Tenant agrees to maintain the Common Areas of the Premises in good order, condition, and repair and in a safe, clean, sightly, and sanitary condition in accordance with good and accepted practices. The maintenance obligations of Tenant shall include (without limitation) the maintenance of the parking areas when required, repairing of the Common Areas and exterior Common Areas. The use and occupancy by Tenant of the Premises shall include the non-exclusive use, in common with all others to whom Landlord has granted or may hereafter grant rights to use the same (including, but not limited to, the owners, tenants and occupants of the property), of the Common Areas and of such other facilities as may be designated by Landlord from time to time; subject, however, to rules and regulations for the use thereof which will be uniformly applicable to all Property tenants as prescribed from time to time by Landlord. All costs and expenses related to the maintenance and upkeep of the Common Areas shall be the responsibility by the Tenant. "Common Areas" means all areas, facilities, and improvements (as the same may be enlarged, reduced, replaced, removed, or otherwise altered by Landlord) from time to time made available at the Property by Landlord for the non-exclusive common use of occupants of the Property, including the Landlord and the Tenant, its agents, employees, and customers. Tenant shall provide basic groundskeeping around the building, including the mowing of grass, care of shrubs, general landscaping.

8. Utility Bills. Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, fuel, telephone, light and heat for the leased Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to leased Premises or used by Tenant in connection therewith. If Tenant does not pay said utility charges when due, Landlord may pay same, and such payment shall be added as Additional Rental hereunder.

9. Taxes. Throughout the Lease Term, Tenant shall pay all Taxes assessed against the Landlord or under this Lease as Additional Rent. "Taxes" means all federal, state, local, governmental, special district and special service area taxes, charges, assessments and any other

government charges, surcharges and levies, general and special, ordinary or extraordinary, including business license fees or charges (including interest thereon whenever same may be payable in installments) which Landlord shall pay or be obligated to pay arising out of the use, occupancy, ownership, leasing, management, repair or replacement of the Premises, any appurtenance thereto or any property, fixtures or equipment thereon, including but not limited to ad valorem or real estate taxes and assessments, and any taxes that may be assessed on the personal property or the Landlord's Property at the Premises. Taxes exclude any income tax which may be imposed upon Landlord. Tenant shall pay all Taxes related to the Property or this Lease within thirty (30) days of the receipt of any tax invoices or notices whether the invoice be provided by the Landlord or directly from the taxing authority. In the event the Tenant does not pay the Taxes within thirty (30) days, the Tenant shall be liable for all interest and penalties that may be applicable in addition to being a default under this Lease. In the event of nonpayment of any Taxes due, the Landlord may pay any outstanding taxes and request reimbursement from the Tenant and may shall include an administrative fee of ten percent (10%) of the amount expended by the Landlord in paying any obligations of the Tenant under this Section. Should the Tenant wish to appeal any Taxes assessed against the Premises, Tenant shall have the right to contest or appeal any Taxes (at Tenant's sole cost and expense) either in the Tenant's name or on behalf of the Landlord. Landlord shall cooperate with the Tenant's appeal of any Taxes and provide documentations as reasonably requested by the Tenant in support of the Tenant's appeal.

10. Vendors. Landlord shall have the sole authority to determine which vendors shall be utilized at the Premises for the supply petroleum products to the Premises, Automated Teller Machine(s) and Coin Operated Amusement Machines. It is acknowledged and agreed that any rebate and/or incentive monies received from any vendor shall be the sole property of Landlord. Any violation or default under any vendor agreement shall also be an event of default hereunder.

11. Insurance.

a. *Landlord's Insurance Obligations.* Landlord shall at all times during the term of this Lease procure and maintain in full force and effect all risk, fire and extended coverage property insurance covering the Premises and the building located thereon, Landlord's Property, and all building materials and other property which constitute part of the Premises, all amounts not less than one hundred percent (100%) of the full replacement value thereof (as reasonably determined by Landlord), not less than One Million Dollars (\$1,000,000.00), the proceeds of which shall be payable to Landlord and any designated mortgagee in accordance with their respective interests therein. Tenant shall reimburse the Landlord for all costs related to the insurance obligations of the Landlord as contemplated herein. Tenant shall pay monthly as additional rent one-twelfth (1/12th) of said insurance per month. Notwithstanding the foregoing, the Landlord may require the Tenant to obtain the insurance contemplated herein and name the Landlord as the primary insurance holder, at the Tenant's sole cost and expense.

b. *Tenant's Insurance Obligations.* Tenant, at Tenant's sole cost and expense, shall obtain and maintain in effect, commencing with the Effective Date and continuing throughout the Term of this Lease, insurance policies providing for the following coverage: (i) standard "all risk" property insurance against fire, theft, vandalism and such additional perils as now are or hereafter may be included in a standard extended coverage endorsement from time to time in general use in the state, insuring Tenant's merchandise, trade fixtures, furnishings, inventory, equipment and all items of personal property of Tenant located in, on or about the Premises, not less than one hundred percent (100%) of the full replacement value thereof without deduction for depreciation, not less than Three Hundred Thousand Dollars (\$300,000) for the trade fixtures related to fuel including canopy, pumps, and not less than One Hundred Thousand Dollars (\$100,000) for the inventory and contents of the business and with a deductible amount of not more than Five Thousand Dollars (\$5,000); (ii) a commercial general liability policy, naming Landlord and any mortgagee of the Premises as additional insureds, protecting against any and all claims for bodily injury to persons or property damage occurring at the Premises and protecting against assumed or contractual liability under this Lease with respect to the Premises and the operations of Tenant in, on or about the Premises, or any other claims that may be made by any party against the Landlord, or its members, agents, or representatives, with such policy to be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, and with an aggregate limit of at least Two Million Dollars (\$2,000,000.00); (iii) if this Lease covers Premises in which food and/or beverages are sold and/or consumed, liquor liability coverage and coverage for liability arising out of the consumption of food and/or alcoholic beverages on

or obtained at the Premises, of not less than Two Million Dollars (\$2,000,000.00) per occurrence for physical injury and death and property damage; (iv) workers' compensation coverage as required by law; and (v) with respect to alterations, improvements and the like required or permitted to be made by Tenant hereunder, contingent liability and builder's risk insurance in amounts satisfactory to Landlord. All policies of property insurance provided for herein shall name the Landlord and its Lender, as loss payee and additional insured, as their interest may appear. A certificate of insurance shall be delivered to Landlord upon or prior to delivery of possession of the Premises to Tenant and thereafter within ten (10) days after the commencement of each Lease Year. Policies shall be made available to Landlord for review within ten (10) days of Landlord's written request. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent.

c. Tenant shall not do or permit to be done any act or thing upon the Premises or bring or keep anything therein that will invalidate or be in conflict with any insurance policies covering the building containing the Premises or any part thereof, including the common areas, or fixtures and property therein, or any other insurance policies or coverage required herein; Tenant shall promptly comply with all rules, orders, regulations or requirements relating to such insurance policies, and shall not do anything, or prevent anything to be done, in, on or about the Premises which shall increase the rate of insurance in which the Premises are located or on any property, including the common areas, or increase the rate or rates of any other insurance referred to hereinabove. If any act or omission of Tenant, its agents, employees, or contractors shall result in any increase in the premium rates applicable to any such insurance policies carried by Landlord, or other increased costs to Landlord in connection therewith, then Tenant shall reimburse Landlord on demand as additional rent for the amount of any such increased rates or costs.

12. Use of Premises. Premises shall be used for a convenience store and the retail sale of gasoline and other petroleum products ("Permitted Uses"). The Premises shall not be used for any illegal purposes, or in any manner to create any nuisance or trespass, or in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant covenants and agrees that it will not use, or suffer, or permit any person, firm or entity to use the Premises or any portion thereof in violation of the laws of the Governmental Authorities (any federal, state, county, municipal or other government or governmental or regulatory arbitrator, board, body, commission, court, instrumentality, or other administrative, judicial, quasi-governmental or quasi-judicial tribunal, authority or agency of competent authority that has jurisdiction or authority over the Premises). Tenant agrees to keep the Premises open on days and at hours reasonably customary for the Permitted Use(s) in the county where the Premises are located and in any event subject to, and in compliance with, the requirements and rules of the any fuel supplier and applicable motor fuel brand. Tenant will operate Premises in compliance with applicable brand standard requirements and will keep the Premises fully stocked with merchandise with an adequate supply of merchandise and products for sale to the general public. Tenant, at Tenant's expense, shall be responsible to procure and maintain all state and local licenses and permits that may be required for Tenant to operate the Premises for the Permitted Use(s), including without limitation, a business license and state and local beer and wine package license. All such operating licenses shall be procured by Tenant prior to the date that Tenant opens to business to the public. Tenant shall not at any time abandon the Premises but shall in good faith continuously throughout the Term of this Lease conduct and carry on in the Premises the type of business for which the Premises are leased. Tenant shall operate its business in a high class and reputable manner, so as to maintain a character in keeping with the area surrounding the Premises. This Lease shall be deemed and construed to be a "net lease" and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder, except as otherwise expressly set forth in this Lease.

13. Operation of the Premises. Tenant shall (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public;

(4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; and (5) keep the business adequately stocked with petroleum products and inventory normally stocked at a convenience store at the location.

Tenant understands that Tenant is required to comply with certain appearance, cleanliness and customer service guidelines of the existing brand or any replacement brand of motor fuel.

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

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

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

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

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

c. Tenant agrees to retain inventory control compliance records for all underground tanks for a minimum of three (3) years, to make such records available to Landlord for inspection and copying during normal business hours. In no event shall Tenant destroy such inventory control compliance records without making them available to Landlord.

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

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

f. Tenant agrees to provide to Landlord upon demand, or at a minimum, at least annually, copies of all leak detection or other compliance records.

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

17. Indemnification. TENANT HEREBY INDEMNIFIES AND AGREES TO SAVE HARMLESS LANDLORD, ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES AND AGENTS AND ANY MORTGAGEE, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, THAT (A) ARISE FROM OR ARE IN CONNECTION WITH ANY ACT OR OMISSION OF TENANT OR TENANT'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES OR INVITEES, (B) RESULT FROM ANY DEFAULT, BREACH, VIOLATION OR NONPERFORMANCE OF THIS LEASE OR ANY PROVISION HEREOF BY TENANT OR, (C) ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF THE USE AND OCCUPANCY OF THE PREMISES BY TENANT. TENANT SHALL, AT ITS OWN COST AND EXPENSE, DEFEND ANY AND ALL ACTIONS, SUITS AND PROCEEDINGS WHICH MAY BE BROUGHT AGAINST LANDLORD OR ITS AGENTS, REPRESENTATIVES OR MEMBERS. TENANT SHALL PAY, SATISFY AND DISCHARGE ANY AND ALL JUDGMENTS, ORDERS AND DECREES WHICH MAY BE RECEIVED AGAINST LANDLORD OR ITS AGENTS, REPRESENTATIVES OR MEMBERS. IN THE EVENT LANDLORD OR ANY OTHER PARTY SO INDEMNIFIED SHALL, WITHOUT FAULT, BE MADE A PARTY TO ANY LITIGATION COMMENCED BY OR AGAINST TENANT, OR IF LANDLORD OR ANY SUCH PARTY SHALL, IN ITS SOLE DISCRETION, INTERVENE IN SUCH LITIGATION TO PROTECT ITS INTEREST HEREUNDER, THEN TENANT SHALL PROTECT AND HOLD THEM HARMLESS AND SHALL PAY ALL REASONABLE COSTS, EXPENSES AND ATTORNEYS' FEES INCURRED OR PAID BY SUCH PARTY(IES) IN CONNECTION WITH SUCH LITIGATION

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

19. Environmental. Tenant acknowledges that the Tenant is involved in the sale of petroleum products upon the Premises and Tenant shall comply with all Environmental Laws (as herein defined), rules and regulations pertaining to the operation of the business on the Premises including all of the requirements pertaining to underground storage tanks. Further, without limiting the foregoing, Tenant agrees to the following:

a. Tenant acknowledges that the Tenant is involved in the sale of petroleum products upon the Premises and Tenant shall comply with all Environmental Laws (as herein defined), rules and regulations pertaining to the operation of the business on the Premises including all of the requirements pertaining to underground storage tanks. Further, without limiting the foregoing, Tenant agrees to the following:

b. Tenant shall not store, handle, process, dispose of or otherwise use any material, waste or substance which is (i) included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in or pursuant to any Environmental Laws or (ii) explosive, radioactive, asbestos, asbestos-containing materials, lead-based paint, polychlorinated biphenyls, petroleum or a petroleum product or waste oil ("Hazardous Materials"), except in compliance with all applicable Environmental Laws, at or on the Premises during the Term of the Lease that would lead or is likely to lead to the imposition on Tenant, Landlord or the Premises of any liability or lien of any nature whatsoever under any Environmental Laws.

c. Tenant understands and acknowledges that the leakage of petroleum products from underground tanks and/or other petroleum dispensing equipment is a concern for which Tenant accepts responsibility as the operator of a retail facility. Tenant must take diligent and continual cautions to discover and stop any such leakage through adequate inventory control. Tenant shall test the underground fuel storage tanks, leak detectors, lines and dispensers as frequently as required by the Environmental Laws and in no event less than once each year pursuant to one of

the approved methods of testing set forth in the Environmental Laws. In addition to mandated testing, the Tenant agrees to inspect the petroleum product storage and handling facility, and surrounding areas at least once a week for indications of possible leakage. This inspection should include, but is not limited to, careful visual review of the following areas: (1) around and under product dispensers; (2) inside remote pump access boxes; (3) inside product full boxes; and (4) low areas, such as pumps, hillsides or culverts. Any indication of leakage (actual product or odors thereof) should be reported promptly as stated above. Tenant shall provide to Landlord copies of all results from the tests, and Tenant agrees to correct promptly any leakage or release of contents, which is evidenced by any such tests. In the event Tenant fails to test as provided herein, Landlord shall have the right to do so and the expense in testing shall become immediately due and payable to Tenant upon demand by Landlord and shall be treated as Additional Rent under this Lease.

d. Tenant agrees to notify promptly Landlord orally (a) of any sudden, unexplained variance from its normal inventory pattern, (b) when relatively small losses are occurring but trending larger; (c) of any large increase of water in an underground tank; and (d) of any other suspicious circumstances whatsoever indicating an unexplained loss of products within twentyfour (24) hours of the discovery of any conditions set forth herein. Tenant shall immediately clean-up and properly dispose of all Hazardous Materials, which were dumped, spilled or otherwise deposited into the ground of the Premises from whatever cause or source from and after the Effective Date. If Tenant shall fail, refuse or neglect to report and/or remediate the contamination or release, as the case may be, as mandated by governmental authorities, Landlord may report and/or remediate that contaminants or release at Tenant's cost and expense.

e. Tenant shall deliver to Landlord copies of all material correspondence to and from any governmental authorities regarding environmental activities at the Premises, including, without limitation, correspondence regarding notices of violations, releases (including new releases) and closure letters. Tenant shall deliver to Landlord and require its environmental contractor(s) to deliver to Landlord, copies of all spill and release notifications and reports given to any governmental authorities regarding the Premises. Tenant agrees to furnish to Landlord upon request therefore, copies of all corrective action plans, monitoring reports, tank, line and leak detection testing results, Stage II Vapor Recovery test results, fire suppression test results, cathodic protection test results, UST registrations and related documents, and reimbursement claims filed with the any governmental authorities.

f. Tenant agrees to retain inventory control compliance records for all underground tanks for a minimum of three (3) years, to provide such records to the Landlord upon request for inspection and copying during normal business hours. In no event shall Tenant destroy such inventory control compliance records without making them available to Landlord.

g. Tenant, at Tenant's sole cost and expense, agrees to participate in the GUST Trust Fund, maintain insurance pursuant to the Georgia Underground Storage Tank Act (GUST) and take all actions necessary to maintain eligibility thereunder. Tenant shall be liable for costs and expenses under the GUST Trust Fund should a release occur. Tenant hereby indemnifies and holds Landlord and Landlord's officers, trustees, directors, partners, members, stockholders, or other principals or representatives (collectively, the "Landlord Parties"), harmless from all losses, liabilities, damages, demands, claims, actions, judgments, causes of action, assessments, penalties, costs and expenses (including all reasonable attorneys' fees, expenses and court costs and other costs of litigation), of any nature whatsoever, whether based on a statute, regulation, law, tort or contract, in law or in equity, arising from any and all enforcement, clean-up, removal, mitigation, third-party claims, remediation or other governmental or regulatory acts, instituted, contemplated or threatened pursuant to any Environmental Laws affecting the Premises which resulted from or are related to, any release of Hazardous Materials, at or emanating from the Premises during the Term of the Lease, whether known or unknown as of the Effective Date or the Expiration Date, and whether or not caused by Tenant, or any of Tenant's agents, employees, subtenants, assignees, licensees, contractors or invitees (collectively, "Tenant Parties"). Tenant covenants and agrees to reimburse and promptly pay to Landlord all costs paid or incurred by Landlord associated with the release, contaminants, and remediation. If Tenant fails to reimburse Landlord within thirty (30) days of demand therefor, such unpaid amount shall become Additional Rent due hereunder. Nothing herein shall obligate Landlord to remediate or take any action with respect to any release of Hazardous Materials at the Premises.

20. **Condemnation.** If the whole of the leased Premises, or such portion thereof as will

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

21. Destruction of or Damage to Premises. Tenant shall give immediate written notice to Landlord of any damage to the Premises caused by fire or other casualty, and if Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall proceed with reasonable diligence utilizing any insurance proceeds that may be available to rebuild and repair the Premises, provided that such casualty was not caused by the actions or inaction of Tenant and adequate insurance coverage exists to cover the costs of repairs. Notwithstanding the foregoing, in the event that (i) the insurance proceeds payable in connection with such damage and destruction shall be insufficient to make such restoration, (ii) the Premises shall be destroyed or substantially damaged by casualty not covered by insurance, (iii) the Building at the Premises shall be destroyed or rendered untenable by any casualty to the extent of at least fifty percent (50%) of the gross rental area of the Building, as determined by Landlord, (iv) Landlord shall not have actual and unconditional receipt of the insurance proceeds payable in connection with such damage and destruction, (v) the holder of any security instrument requires that such proceeds shall be applied against any indebtedness owed to such holder, the Landlord may elect to terminate this Lease by giving notice to the other party within ninety (90) days after the occurrence of such casualty. Tenant hereby waives any right to terminate this Lease by reason of damage or casualty loss pursuant to any present or future laws or case decisions to the same effect.

22. Compliance with Laws. Tenant, at Tenant's own expense, agrees to keep the Premises and all property placed there on in compliance with all local, city, state, federal laws, statutes, code, orders, mandates, regulations, ordinances that govern the Premises or Tenant's occupancy of said Premises including but not limited to compliance with state laws and regulations regarding the operations of coin operated amusement machines ("COAM"). Should Tenant be charged with violation of any laws or be in default of any vendor agreement, including those related to COAM, Landlord may immediately terminate this Lease upon written notice to the Tenant. Tenant shall not sign any agreements that extend beyond Tenant's lease terms. All COAM vendors must be approved by the Georgia Lottery Corporation. Tenant shall bear any and all costs related to compliance with this Section and shall provide the Landlord copies of any documents requested to evidence Tenant's compliance with this Section. Tenant's obligation to indemnify the Landlord shall survive the termination of this Lease. Tenant agrees, at Tenant's sole cost, to promptly comply with all requirements of any legally constituted public authority imposed on the community, city, or state by any governmental authority with jurisdiction and made necessary by reason of Tenant's occupancy of said Premises or imposed on the goods and services provided by the Tenant at the Premises.

23. Assignment and Subletting. Tenant shall not assign or sublet this Lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of the Premises by any party other than Tenant without the prior express written consent of Landlord. Consent to any assignment shall not waive any of Landlord's rights under this paragraph or have the effect of releasing Tenant from any obligation under the Lease, and all later assignments shall be allowable only upon the proper written consent of Landlord. Landlord shall be paid an administration fee of \$1,500.00 for each assignment. The Landlord may assign, transfer, sell, or mortgage its interest in the Premises or the Lease at any time in its sole discretion.

24. Default. It is mutually agreed that in the event Tenant shall default in the payment of rent, including additional rent, herein reserved, when due, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, including but not limited to those enumerated in Paragraph 6; **OR IF THE BUSINESS OPERATED UPON THE PREMISES IS DEBRANDED FROM THE APPLICABLE PETROLEUM BRAND AS THE RESULT OF THE ACTS OR OMISSIONS OF TENANT;** or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or

future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; or if Tenant violates or is in default of any other agreements between Landlord and Tenant; or if Tenant breaches or is in default of the Petroleum Supply Agreement for the Premises, Landlord at its option may (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorney's fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any deficiency within ten (10) days of demand by Landlord therefor; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity.

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

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

25. Landlord's Lien for Rent. The Tenant agrees that should Tenant be in default under this Lease, Landlord shall have a landlord's lien on all furniture and fixtures, accounts receivable, goods, inventory, and chattels of Tenant, which may be brought or put on the Premises, as security for the payment of the rent herein, and agrees that the Landlord's lien for the payment of said rent may be enforced by distress, foreclosure, or otherwise, at the option of the Landlord. Tenant agrees, if requested by the Landlord, to execute appropriate financing statements in favor of Landlord upon the execution of the Lease.

26. Tenant's Alterations and/or Improvements. No major alterations will be effectuated by the Tenant without the express prior written consent of the Landlord. Notwithstanding the foregoing, Tenant shall have the right to renovate, alter, change and improve the Premises only with the consent of Landlord, which consent may be withheld at the sole discretion of the Landlord to the extent permissible by law. All permanent fixtures shall become the property of the Landlord at the termination of the Lease and/or option terms. Tenant further agrees that the Tenant will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Landlord against all legal costs and charges, bond premiums for release of liens, including attorney's fees reasonably incurred in and about the defense of any suit discharging the said Premises or any part thereof from any lien, judgment or encumbrances caused or suffered by Tenant. All materialmen, contractors, and laborers are charged with notice that they must look to the Tenant and to the Tenant's interest only and Tenant's property and assets to secure the payment of any bills for any work done or material furnished during the rental period created by the Lease. Prior to any alteration, repair, change or improvement, Tenant agrees to provide any Landlord, contractor, subcontractor, materialmen, mechanics and/or laborers with a letter stating that the Tenant has agreed with the Landlord that any and all work and/or improvements done to the Premises shall be at the sole expense of the Tenant and that Landlord, by contract, shall not be responsible to any of the above-mentioned parties for work done on behalf of the Tenant whether or not such work created an improvement to the Premises or attached permanent fixtures to the same. Tenant shall have said documents signed by each individual and/or company representative effectuating work, and forward to the Landlord a copy of the fully executed document.

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

28. Mortgagee's Rights & Agreement to Subordinate. This Lease shall be and is hereby made subject and subordinate at all times to the lien or security deed of any mortgage granted now, or in the future, to or by the Landlord, which may now or hereafter affect the real or personal property or which the Premises forms a part or which is located at the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required unless required by Landlord. In confirmation of such subordination, the Tenant agrees to promptly execute any documentation or certificate effectuating such subordination as the Landlord may from time to time request. Tenant hereby irrevocably appoints the Landlord as its attorney-in-fact to execute such documentation or certificate for and on behalf of the Tenant. Further, the Tenant agrees to promptly (within 10 days from written request by the Landlord) execute any and all estoppel documents or certificates as the Landlord may from time to time request. Tenant hereby irrevocably appoints the Landlord as its attorney-in-fact to execute such documentation or certificate for and on behalf of the Tenant.

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

30. Holding Over. If Tenant remains in possession of the Premises after expiration of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 200% the rental rate in effect on the final day of the Lease term. There shall be no renewal of this Lease by operation of law.

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

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

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

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

35. Time of Essence. Time is of the essence of this agreement.

36. Terms Inclusive. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the

parties, not embodied herein, shall be of any force or effect. "Landlord" as used in this Lease shall include Landlord, its assigns, and successors. "Tenant" shall include Tenant, his heirs, and representatives, and if this Lease shall be validly assigned shall include also Tenant's assignees as to such assignment. "Landlord" and "Tenant" include male and female, singular and plural, and shall also include any corporation, partnership, or individual, as may fit the particular parties.

37. Personal Guaranty. This Lease shall be personally guaranteed by Mohit Dilipbhai Kakkad and Noorali Pyarali Daredia, pursuant to the Personal Guaranty of Payment and Performance attached hereto as Exhibit "A".

38. Broker. The parties acknowledge that there was no broker involved in this transaction and that no third party is entitled to any compensation or commission as a result of the execution of this Lease. If Tenant has dealt with any other person or real estate broker in respect to leasing or renting space upon the Premises, Tenant shall be solely responsible for the payment of any fee due said person or firm and Tenant shall protect, indemnify, hold harmless and defend the other from any liability in respect thereto.

39. Special Stipulations. Insofar as the following stipulations conflict with any of the foregoing provisions, the following shall control:

a. *Financial Reporting.* Within sixty (60) days of the end of each calendar year, Tenant shall produce a profit and loss statement for the preceding year and as soon as practicably available, tax returns for the preceding year.

b. *Security Disclaimer.* Tenant acknowledges that it has reasonably inspected the Premises and assessed any security requirements that may be necessary at the Premises. Tenant assumes the responsibility to ensure that the entire Premises are operated in a safe environment for the customers of the Premises or its tenants. Should there be any need for additional security in the discretion of the Tenant, Tenant shall promptly retain and pay for any costs related to hiring security guards and ensure that there is sufficient security presence at the Premises to ensure uninterrupted operations.

c. *Landlord's Right.* Landlord reserves the right to install billboards, and make additions or deletions to the improvements located upon the Premises.

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

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

Tenant's inventory, equipment or trade fixtures; or f) Landlord's refusal to purchase Tenant's inventory equipment or trade fixtures.

f. Personalty Removal upon Lease Termination. At the termination or expiration of the Lease Term, Tenant shall surrender the Demised Premises on the same condition as it was in upon delivery or possession thereto under this Lease, reasonable wear and tear accepted, and shall deliver all keys to locks to Landlord. Before surrendering the Demised Premises, Tenant shall remove prior to the expiration of the Lease Term, all its personal property, trade fixtures, alterations, additions and decorations and shall promptly repair any damage caused thereby. Tenant's obligations to perform under this provision shall survive the expiration of the Lease Term. If Tenant fails to remove its property upon the termination or expiration of the Term or Renewal Term, such property shall be deemed abandoned and shall become the property of Landlord.

IN WITNESS WHEREOF, the undersigned parties have hereto set their hands and seals the on the Effective Date as first provided herein.

LANDLORD:

INSHA PROPERTY LLC,

a Georgia limited liability company

By: _____

Name: _____

Its: Member

(SEAL)

TENANT:

BALAJI INVESTMENT GROUP

a Georgia limited liability

By: _____

Name: Aziz Budhwani

Its: Member

LLC,
company

(SEAL)

Exhibit "A"

Personal Guaranty of Payment and Performance

THIS GUARANTY (this "**Guaranty**") is given on this October 2019, by **Aziz Budhwani**, a Georgia Resident (each individual hereinafter "**Guarantor**", each Guarantor's liability shall be joint and several with all other Guarantors) with a notice address as provided by each **Guarantor** on the signature page below to **INSHA PROPERTY LLC**, a Georgia limited liability company ("Landlord") in order to secure and fully guaranty the obligations of **BALAJI INVESTMENT GROUP LLC**, a Georgia limited liability company (the "Tenant") as set forth in that certain Commercial Lease Agreement of even date by and between Landlord and Tenant ("Lease").

RECITALS

WHEREAS, Tenant has entered into that Commercial Lease Agreement with the Landlord for the lease of the premises located at 815 Shurling Drive, Macon, Georgia 31211 ("Premises");

WHEREAS, Guarantor, as a party that has an interest in Tenant or in the Lease, is deriving substantial consideration from the Lease, and is executing and delivering this Guaranty to the Landlord in order to lease the property located at the Premises described in the Lease. This Guaranty is a material portion of the consideration to be received by the Landlord pursuant to the Lease.

NOW, THEREFORE, for and in consideration of the foregoing Recitals (which are incorporated herein by this reference), the mutual covenants and agreements contained in this Guaranty, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Guarantor, Guarantor hereby agrees as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably, jointly and severally with all other Guarantors, guarantees to Landlord the full and prompt payment, performance and observance of all obligations, liabilities, covenants, conditions and agreements provided for in the Lease to be paid, performed and observed by Tenant, its successors and permitted assigns,

including, but not by way of limitation, payment for retail products, equipment, branding or imaging expenses, debranding expenses, shortfall amounts, incentives and rebates, attorney's fees, interest, late charges and all other charges, costs, expenses or other sums arising out of or in connection with the Lease (collectively, the "Obligations"). Time is of the essence of this Guaranty. The Obligations of Guarantor under this Guaranty shall survive the expiration or earlier termination of the Lease.

2. Guarantor shall, in strict accordance with the terms of the Lease upon written demand by Landlord, punctually (a) pay all of the monetary Obligations which are not paid when due and payable by Tenant, in like manner as such amounts are due from Tenant, and (b) perform all non-monetary Obligations of Tenant. For purposes hereof, the monetary Obligations shall be due and payable when due and payable under the terms of the Lease notwithstanding the fact that the collection or enforcement thereof as against Tenant may be stayed or enjoined under Title 11 of the United States Code or similar applicable law. This Guaranty is one of payment and not of collection. All payments by Guarantor pursuant to this Guaranty shall be made without offset or deduction.

3. This Guaranty is intended to make the liability of Guarantor unconditional, direct and joint and several with Tenant and all other Guarantors, and coextensive with that of Tenant, and under all of the terms and provisions of the Lease with respect to the Obligations as though Guarantor had entered into the Lease as Tenant thereunder. Landlord shall be entitled to proceed, by suit or otherwise, directly against Guarantor without first being required to proceed against Tenant, by suit or otherwise, or without being required to join Tenant as a party to any suit hereon, or proceed against any security then held by Landlord, or notify or make demand upon or proceed against or exhaust any legal or equitable remedy against Tenant. This Guaranty shall remain in full force and effect and be binding upon Guarantor, until all of the Obligations have been satisfied in full, and the Lease shall have been fully performed. This Guaranty is continuing with respect to all Obligations, including, without limitation, any Obligations arising under any extension or renewal of the term of the Lease, and despite any change in the terms of any Obligations, or the creation of any new or additional Obligations after prior Obligations have been satisfied in whole or in part, regardless of any lapse of time.

4. Guarantor hereby irrevocably waives all defenses to any action or proceeding brought to enforce this Guaranty or to any portion of this Guaranty. Without limiting the generality of the foregoing, Guarantor hereby specifically waives all defenses. Guarantor hereby waives and renounces, to the fullest extent permitted by law, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshaling, forbearance, valuation, stay, extension, redemption, appraisalment, exemption and homestead now or hereafter provided by the Constitution and laws of the United States of America and of each state thereof (including, without limitation, O.C.G.A. §10-27-24) both as to itself and in and to all of its property, real and personal, against the enforcement and collection of the obligations evidenced by this Guaranty.

5. Landlord may, at any time, and from time to time, either before or after the maturity thereof, without notice to or further consent of Guarantor, extend the time of payment of, or renew, any of the Obligations, and may also make any agreement with Tenant or with any other party liable with respect to any of the Obligations for the extension, renewal, payment, compromise, waiver, discharge or release thereof, in whole or in part, or for any amendment or modification of the terms thereof or of the Lease or any other agreement between Landlord and Tenant or any such other party, without in any way impairing, releasing or affecting the liabilities of Guarantor under this Guaranty. This Guaranty may not be modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by both Landlord and Guarantor.

6. Landlord shall not be obligated to file any claim related to the Obligations in the event that Tenant becomes subject to a bankruptcy, receivership, reorganization, liquidation or similar proceeding (collectively, a "Proceeding"), and the failure of Landlord to file a claim shall not affect the Obligations of Guarantor under this Guaranty. The liability of Guarantor under this Guaranty shall in no way be affected by: (a) the release or discharge of Tenant in any Proceeding; (b) the insolvency of Tenant, or the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in any Proceeding; or (c) the rejection or disaffirmance of the Lease in any Proceeding. Guarantor irrevocably waives (i) any defenses arising by reason

of any disability or Proceeding involving Tenant; and (ii) any right to require Landlord to pursue any other remedy whatsoever, whether against Tenant or any other obligor primarily or secondarily obligated with respect to the Obligations.

7. Guarantor may not assign the rights nor delegate the Obligations of Guarantor under this Guaranty, in whole or in part, without the prior written consent of Landlord, and any purported assignment or delegation absent such consent is void. This Guaranty shall remain in full force and effect irrespective of (a) any assignment or transfer by Tenant of the interest of Tenant in the Lease or assignment, or (b) any assignment or transfer by Landlord of the interest of Landlord in the Lease (in which case Guarantor's Obligations under this Guaranty shall inure to the benefit of Landlord's assignee or transferee), in each case irrespective of whether Guarantor has notice of or consents to any such assignment or transfer.

8. No failure on the part of Landlord to exercise, and no delay in exercising, any right, remedy or power under this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise by Landlord of any right, remedy or power under this Guaranty preclude any other or future exercise of any right, remedy or power under this Guaranty. Each right, remedy and power granted to Landlord under this Guaranty or allowed Landlord by law or by the Lease shall be cumulative and not exclusive of any other and may be exercised by Landlord from time to time.

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

10. Guarantor agrees that if Landlord shall employ counsel to collect the Obligations or to present, enforce or defend any or all of Landlord's rights or remedies hereunder, then, in any such event, Guarantor shall pay any reasonable attorney's fees and expenses incurred by Landlord in such actions, plus court costs and expenses of litigation, at both the trial and appellate levels.

11. All notices or demands or other communications required or permitted to be given pursuant to the provisions of this Guaranty shall be in writing and shall be deemed to have been given for all purposes on the earlier of receipt or (i) three (3) business days after having been sent by United States mail, by registered or certified mail, return receipt requested, postage prepaid, addressed to Guarantor at its address above, (ii) on the date of hand delivery by commercial courier service; or (iii) one (1) business day after having been deposited with FedEx or UPS or with any other nationally recognized overnight, air courier service, for next business day delivery. Any notice may be given on behalf of any party by its counsel. Personal delivery to a party or to any officer or partner of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. The initial address for notice to Guarantor is set forth below its signature line.

12. Guarantor warrants and represents:

a. Guarantor has the capacity and authority to enter into this Guaranty and consummate the transactions herein provided and nothing prohibits or restricts the right or ability of Guarantor to enter into, or perform its obligations under, this Guaranty;

b. Neither this Guaranty nor any agreement, document or instrument executed or to be executed in connection with the same, nor anything provided in or contemplated by this Guaranty or any such other agreement, document or instrument, does now or shall hereafter breach, invalidate, cancel, make inoperative or interfere with, or result in the acceleration or maturity of, any agreement, document, instrument, right or interest, affecting or relating to Guarantor;

c. Guarantor is related and/or affiliated with the Tenant and has personal knowledge of,

and is familiar with Tenant's business affairs;

d. Guarantor has received copies of and is familiar with the Lease.

13. This Guaranty shall remain in full force and effect until all of the Guaranteed Obligations under the Lease have been satisfied in full and are no longer subject to disgorgement under any applicable state or federal creditor rights or bankruptcy laws. No delay on the part of the Landlord in exercising any options, powers or rights, or the partial or single exercise thereof, shall constitute a waiver thereof.

14. Each individual executing this Guaranty on behalf of an entity hereby represents and warrants to the other party or parties to this Guaranty that (i) such individual has been duly and validly authorized to execute and deliver this Guaranty and any and all other documents contemplated by this Guaranty on behalf of such entity; and (ii) this Guaranty and all documents executed by such individual on behalf of such entity pursuant to this Guaranty are and will be duly authorized, executed and delivered by such entity and are and will be legal, valid and binding obligations of such entity.

15. This Guaranty may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same Guaranty with the same effect as if all parties had signed the same signature page. It shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required appear on a single counterpart, but it shall be sufficient that the signature of, or on behalf of, each party, appear on one or more of the counterparts. Any signature page of this Guaranty may be detached from any counterpart of this Guaranty or such other document and reattached to any other counterpart of this Guaranty or such other document identical in form hereto or thereto but having attached to it one or more additional signature pages. This Guaranty shall be deemed executed and delivered upon each signator's delivery of executed signature pages of this Guaranty, which signature pages may be delivered by facsimile with the same effect as delivery of the originals.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty under seal as of the date first above written.

GUARANTOR(S):

Aziz S. Budhwani

Aziz Budhwani, Individually

Address: 1376 Threepine Pl
Lilburn GA 30047

SSN: _____

Agent Certification

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

Agent's Signature: x Aziz S. Budhwani Date: 7/19/23

Business Name Balaji Investment Group LLC.

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

This 19 day of July, 2023

Jasmine West
NOTARY PUBLIC



03/11/2025

MY COMMISSION EXPIRES

Owner/Individual Certification

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

Individual/Owner's Signature: x Aziz S. Budhwani Date: 7/19/23
(If different from Agent)

Title: Owner

Business Name: Balaji Investment Group LLC.

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

This 19 day of July, 2023

Jasmine West
NOTARY PUBLIC



03/11/2025

MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Belaji Investment Group LLC.

Business Address: 815 Shurling Dr Macon, GA 31211

Instructions:

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

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

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

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☒ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☒ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

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

x Aizs. Bugin
Applicant/Agent Signature

7/19/23
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

*Security Camera Compliance Verification Form
Rev. March 2021
Page 1 of 2*

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

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

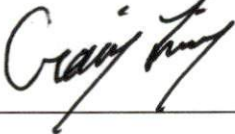
Business Name:

Balaji Investment Group LLC

Business Address:

815 Shurling Dr, Macon, GA 31211

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



Code Enforcement Department Designee

7/14/23

Date

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

Aziz S. Bechir

Applicant/Agent Signature

7/19/23

Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

<u>Aziz S. Budhwani</u>	<u>AZIZ Budhwani</u>	<u>7/19/23</u>
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Belaji Investment Group LLC
 Owner's Name: AZIZ Budhwani
 Address: 815 Shurling, Macon GA 31211

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

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

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

Please circle one: Relation, see below No Relation

Cousin

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

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

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

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

AZIZ Budhwani
 Printed Name of person completing form

Aziz S. Budh
 Signature of person completing form

7/19/23
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: Balaji Investment Group LLC.

Business Address: 815 Shurling Dr, Macon, GA 31211

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

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

A212 S. Buehn
Applicant/Agent Signature

7/19/21
Date

Armed Security Personnel Required Training Compliance Form
Rev. July 2021
Page 1 of 2

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: AZIZ Budhwani Owner.
 2. Name of the subject of this Certificate, if different from the applicant:

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

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

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

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

AZIZ Budhwani
 Print and Sign Name AZIZ S. Budhwani

Sworn to and subscribed before me this
19 day of July, 2023.

Jasmine West
 Notary Public

My commission expires: 03/11/2025



Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Farida Parmar Owner (Property)

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

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

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

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

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

FARIDA Parmar FBP
Print and Sign Name

Sworn to and subscribed before me this
19 day of July, 2023.

Jasmine West
Notary Public

My commission expires: 03/11/2025





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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Aziz Budhwani – Fingerprints Completed: 08/04/2023

Business Name: Balaji Investment Group LLC dba Shurling Food Mart

Business Address: 815 Shurling Drive, Macon, GA 31211

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

Granted

DocuSigned by:
Sheriff Davis 9/8/2023
EDD2F5E165414BA
Sheriff, Macon-Bibb County, Georgia **Date**

Denied

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

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

Granted

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

Denied

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

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

Granted



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

Denied



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



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 9/29/2023 (Date)  (Initials)

Comments

Reviewed by legal 9/27/23. Legal recommends approval.

Initials



Stephanie Freeman, Administrative Office Specialist

Added to the September 12, 2023 Committee of the whole Agenda



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

License Fees are Prorated by Month that Completed Application is Submitted

2021 LICENSE FEES (Check All That Apply)

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

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

\$ _____ Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ _____

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.07/2021

Select One: ☒ New Business☐ Change of location☐ Change of Business**BUSINESS**Federal Tax ID #: 85-2809284 State Tax ID #: 85-2809284Business Name: The Cotton Ranch Corporate and Trade Name: Todd D Miles LLCLocal Business Address: 347 Cotton Ave Macon GA 3021**AGENT**Agent's Name: Todd D Miles Agent's Title: CEO**INDIVIDUAL/OWNER INFORMATION**Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 10/2021

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):	<u>Todd Dewane Miles</u>

☒ This authorization is valid for 90/180/____ (circle one) days from date of signature.
☐ Todd D Miles, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Signature

Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: Feb 8 - 23 Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Elder Care (N) - Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Children (W) - Provides <i>Georgia</i> Criminal History Record Information
☐	Public Records (P) – Provides <i>Georgia Felony Convictions</i> Only

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

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

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

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

- 1) ☒ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) ☐ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

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

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

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

Business Name: The Cotton Ranch

Printed Name of Applicant: Todd D Miles

*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 15 DAY OF May, 2024.

[Signature]
NOTARY PUBLIC



June 11, 2024
MY COMMISSION EXPIRES

MEASUREMENT FORM

Retail Sales of Distilled Spirits for Consumption on the Premises Macon-Bibb County Code Chapter 4, Alcoholic Beverages

APPLICANT: TODD D MILES
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 347 COTTON AVE.
BUSINESS NAME: THE COTTON RANCH

To Be Completed by County Engineer

1. Nearest property line of the place of business to the nearest property line of a state or county owned and operated alcoholic treatment center, or housing authority property measured and found to be more than 300 ft (4-142)

☒ *Comply* ☐ *Does not comply*

Licenses for a private club or for a bona fide restaurant, hotel or motel or other bona fide food service establishment is exempt.

2. We are unable to determine if this is a bona fide restaurant or bona fide food service establishment that qualifies for the exceptions or exemptions.

☐ Yes ☐ No ☒ Not Applicable

By: F. Charles Brooks
F. Charles Brooks - Macon-Bibb County Engineer

Date: 5-11-2023

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

CONSUMPTION ON PREMISES

(Bar – Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

The Cotton Ranch

#347 Cotton Avenue

3,150' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Hwy.

3,750' — MHA housing unit property line

Mounts Homes

OK!

Paul J. Homowski
May 9, 2023



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
116696	381394	Print Legal Ad-IPL01092340 - IPL0109234	THE COTTON RANCH	\$25.00	1	31 L

Attention: Todd D

Todd D MILES

NOTICE

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR BEER, WINE, LIQUOR On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the 17th day of February, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **THE COTTON RANCH LLC** 347 Cotton Ave. Macon, GA 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below."

This 10th day of February, 2023. Todd D Miles., Applicant
IPL0109234
Feb 10, 17 2023

To Whom It May Concern:

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

2 insertion(s) published on:

02/10/23, 02/17/23

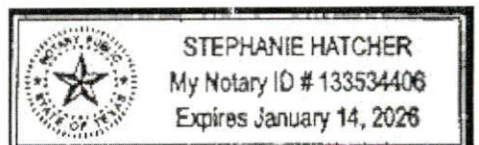
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 17th day of February in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2023-1121	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 05/16/2023
ISSUED TO NAME:	Todd D Miles	
	The Cotton Ranch	
PROPERTY OWNER'S NAME:	GRIFFITH DOWNTOWN INVESTMENT	
PROPOSED USE:	New Business Application Restaurant with alcohol cop	
ADDRESS OF PROPOSED USE:	347 COTTON AVE	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	R073-0237	ZONING DISTRICT: CBD-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, health department approval and subject to MWA approval; The Cotton Ranch is granted approval to operate a restaurant with alcohol sales consumed on premise in a commercial building. No live entertainment allowed at this location. No outside storage or sales authorized. No signage authorized by this permit; signage shall require an application for certificate of appropriateness and separate signage zoning permit. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 05/16/2024

APPROVED BY: Butch Sementilli

NOTICE

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

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

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

Todd D Miles LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **07/07/2020** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **07/21/2020**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 7/7/2020 1:04:46 PM

BUSINESS INFORMATION

CONTROL NUMBER	20115550
BUSINESS NAME	Todd D Miles LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	07/07/2020

PRINCIPAL OFFICE ADDRESS**ADDRESS****REGISTERED AGENT**

NAME	ADDRESS	COUNTY
Todd Dewayne Miles		Jones

ORGANIZER(S)

NAME	TITLE	ADDRESS
Todd Dewayne Miles	ORGANIZER	

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Todd D Miles
AUTHORIZER TITLE	Organizer

Ownership Disclosure Form

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

Business:

Trade Name: The Cotton Ranch Name of Corporation: The Cotton Ranch LLC

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

Individual:

Name and Title: Todd D Miles Telephone Number: (____) _____

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 1
 - ☐ Member holdings 100% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ____% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Todd D Miles Last Name: Miles

- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☐ Two current Color (passport size) photographs of applicant.
- ☐ \$25 money order, cashier's check, or personal check payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

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

Applicant's Signature

Date

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

This 27 day of February, 20 23

gasmire West
NOTARY PUBLIC



03/11/2025
MY COMMISSION EXPIRES

Rev. 7/2021



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-02-13

Serial No.

cert_hcwsbpxb





Todd Miles



AH000974

ALCOHOL HANDLER

EXP: 12/31/2023



Eberhardt & Barry, Inc.

COMMERCIAL REAL TORS

990 RIVERSIDE DRIVE, MACON, GEORGIA 31201

Post Office Box 6313, MACON, GEORGIA 31208

(478) 746-8171. FAX (478) 746-1362

Eberhardt & Barry, Inc. License Number H-1118

Deldra C. Stewart License Number 351121

LEASE AGREEMENT

Macon, Bibb County, Georgia

THIS INDENTURE OF LEASE, Made and entered into this 31st day of January, 2023 between Griffith Downtown Investment, LLC. of the first part, hereinafter called Lessor, and Todd D. Miles of the other part, hereinafter called Lessee. (It is mutually agreed by the parties hereto, where either is mentioned herein, that same refers to their heirs, executors, administrators, successors and assigns, who are bound as fully and completely by the covenants herein as the parties hereto.)

WITNESSETH: That the said Lessee has this day rented and leased from said Lessor the following described premises:

Legal Description shown in Exhibit A attached hereto and by reference made a part hereto. The portion leased in said legal description is the ground level commercial restaurant space). Known as 347 Cotton Ave., Macon. GA 31201

and known as 347 Cotton Ave., Macon, GA 31201 to be used for no other purposes than the retail sales of food and alcohol for the term of 5 years and 1 month and any remaining days in January commencing on the 1st day of February, 2023 and ending on the 28th day of February, 2028 for which the Lessee agrees to pay Griffith Downtown Investments, LLC its successors, at its office on the first of each rental month, in advance, a monthly rental of:

Free Rent month	Days in January, February 2022	
Year 1 & 2	3/01/23 – 2/28/25	\$5,000.00/month
Year 3	3/01/25 – 2/28/26	\$5,200.00/month
Year 4 & 5	3/01/26 – 2/38/28	\$5,400.00/month

failure of Lessee to pay same when due, said Lessor has the right, at his option, to declare rental for entire term of lease immediately due and payable, to declare the Lease void, cancel the same, re-enter and take possession of the premises. Lessor, at his option, upon breach of this contract, may card for rent and sublet the premises at the best price obtainable by reasonable effort, under private negotiations, and charge the balance, if any, between said price of subletting and the contract price, to Lessee and hold him liable therefore. Such subletting on the part of the Lessor will not in any sense be a breach of the contract on the part of the Lessor, but will be merely acting as agent for the Lessee and to minimize the damage. Said Lessor is not required, however, to let same for any other purpose than that specified herein. These rights of the Lessor are cumulative and not restrictive of any other rights under the law, and failure on the part of Lessor to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. Lessee hereby waives and renounces for himself and family, any and all homestead and exemption rights he or they may have under or by virtue of the laws of this State, or the United States as against any liability that may accrue under this contract. Lessee agrees to pay in addition to all costs, 15 percent Attorney's fees on any part of said rental that may be collected by suit or by attorney after same has become due.
2. Lessee accepts premises in its present condition and agrees to surrender said premises in as good condition at the expiration of this lease, natural wear and tear expected. Lessor shall not be required to make any repairs or improvements to premises except to keep in good order

the roof, exterior walls (not including exterior windows), and abutting sidewalks; provided however that the cost of any such repairs required as a result of the negligence or willful act of Lessee, its customers, licenses, agents, servants or employees shall be borne by Lessee.

3. Lessee, at his sole cost and expense, whether the same be property of Lessor or Lessee, shall promptly repair and at all times maintain the leased premises including heating and cooling units and systems in their entirety, store fixtures and equipment, electrical fixtures, equipment and electrical installation, plumbing, plumbing equipment and fixtures, including keeping all drains and pipes open and clear, all machinery and hardware, painting and decorations, and replace all broken glass including store front, plate, window, security or display glass.
4. Lessee shall be responsible for the loss of or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter of thing in said demised premises or the property of which the premises are a part, or for the acts, omissions or negligence of other persons or Lessees in and about the said property. The Lessee agrees to indemnify and save the Lessor and agent harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the demised premises.
5. In the event of the total destruction of the premises by fire or other casualty, this lease shall cease and come to an end and the Lessee shall be liable for rent only up to the time of such destruction. Should the premises herein leased be partially damaged by fire or other casualty, at any time during the term hereof, the Lessee shall give immediate notice to the Lessor, who shall thereupon cause the same to be promptly repaired.

A reduction of rent, proportionate to interference to occupancy shall be allowed the Lessee during the time necessary to restore said premises or make the necessary repairs, as the case may be, but no reduction, however, shall be allowed for any interruption by reason of damage of repairs to adjoining or contiguous premises.

6. All alterations, additions and improvements (except trade fixtures put in at the expense of the Lessee) shall remain upon and be surrendered with the premises as a part thereof at the termination of this lease, however, the Lessee is to make no changes of any nature in the above named premises without first obtaining written consent from said Lessor or his agent. The Lessee also agrees to indemnify the Lessor against loss caused by any mechanic or materialman's lien against the property based on repairs, alterations or improvements undertaken by the Lessee.
7. Lessee agrees not to leave the premises herein leased unoccupied or vacant nor permit any act which would violate the fire insurance policy; to pay all electric light, heat, garbage fees, and power bills accruing against the said property during the term of his contract, and to comply with and carry out all rules, order, and requirements, ordinances and regulations of Federal, State, City and/or County governments.
8. In the event bankruptcy or state insolvency proceedings should be filed against Lessee, his heirs or assigns, in any Federal or State Court, it shall give the right to said Lessor, his heirs or assigns, at their option to immediately declare this contract null and void, and to resume at once possession of the property. No receiver, Trustee, or other judicial officer shall ever have any right, title, or interest in or to the above described by virtue of this contract.
9. Lessee covenants that he will not paint or place or permit to be painted or placed any sign or other advertising device, bill or billboard upon or about demised premises, or any part thereof, without the prior written consent of Lessor or his agent.

10. The Lessee shall not assign, mortgage or pledge this lease, nor sublet the whole or any part of the premises for the whole or any part of said term, or place any Lessee upon said premises without the consent of the Lessor or his agents, in writing.
11. Lessor may card premises "For Rent" or "For Sale" ninety days before the termination of this lease. Lessor may enter the premises at reasonable hours; to exhibit the same to prospective purchasers or Lessees; to inspect premises to see that Lessee is complying with all his obligations hereunder; and to make repairs required of Lessor under the terms hereof or repairs to Lessor's adjoining property.
12. This contract shall create the relationship of Lessor and Lessee between Lessor and Lessee; no estate shall pass out of Lessor; Lessee has only a usufruct, not subject to levy and sale and not assignable by Lessee except by Lessor's consent.
13. If Lessee remains in possession after the expiration of the term hereof, with Lessor's acquiescence and without any distinct agreement of parties, Lessee shall become a Lessee from month to month at which time rent shall increase by One Hundred Fifty Percent (150%); and there shall be no renewal of this lease by operation of law.
14. Lessee hereby appoints as his agent to receive the service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this lease, the person in charge of said premises at the time, or occupying premises; and if no person is in charge or occupying the same, then such service or notice may be made by attaching the same on the main entrance to premises. A copy of all notices under this lease shall also be sent to Lessee's last known address, if different from premises.
15. The Lessor shall not be responsible for damages of any kind resulting from failure to give possession but the agreed rental shall abate during the time said Lessee is out of possession.
16. This contract is solely between the Lessor and Lessee and the agent shall not be liable in any way, but it is agreed by all parties to this contract that Coldwell Banker Commercial Eberhardt & Barry, Inc. and Eberhardt & Barry Property Management, LLC are hereby vested with an interest herein for its commission during the term hereof and any renewals hereof and shall be paid to Eberhardt & Barry Property Management, LLC its heirs, successors or assigns, as authorized agents, for the owner of the property and that Coldwell Banker Commercial Eberhardt & Barry, Inc. and Eberhardt and Barry Property Management, LLC its heirs, successors or assigns are to receive a commission to be paid by the Lessor from a separate agreement to Coldwell Banker Commercial Eberhardt & Barry, Inc. and Eberhardt & Barry Property Management, LLC. Deidra Stewart with Coldwell Banker Commercial Eberhardt & Barry, Inc. is due a commission of two months gross average rent \$ 10,400.00 at the execution of this lease and shall split that commission 50/50 with Keller Williams Middle GA Realty, LLC., agent Mishay Bingham.
17. In addition, Lessor agrees to pay a renewal fee equal of one half month's rental for any lease renewal, extension/ or holdover upon the commencement of each renewal or extended term to Coldwell Banker Commercial Eberhardt & Barry, Inc.
18. If Lessee has not paid the rent due hereunder by the 10th day of any month, then Lessee shall pay an amount equal to 10% of the rent due as liquidated damages, not as a penalty, the parties recognizing the difficulty in precisely ascertaining the damages in the event the rent is not paid before the 10th of any month.
19. If a rental check of the Lessee is returned due to insufficient funds, the Lessee shall pay \$25.00 as liquidated damages, not as a penalty, the parties recognizing the difficulty in precisely ascertaining the damages in that event.
20. Eberhardt & Barry, Inc. has represented the Lessor in this transaction, and is to be paid a commission by the Lessor. Eberhardt & Barry, Inc. has not represented the Lessee in this transaction. Coldwell Banker Commercial Eberhardt & Barry, Inc. license number is H-1118 and Deidra C. Stewart with Coldwell Banker Commercial Eberhardt & Barry, Inc. license

number is 351121. Keller Williams Middle GA Realty has represented the Lessee in this transaction, and is to be paid a commission by CBC Eberhardt & Barry, Inc. per separate agreement. Keller Williams Middle GA Realty, LLC. has not represented the Lessor in this transaction. Keller Williams Middle GA Realty, LLC. License number is H-65847 and Mishay Bingham with Keller Williams Middle GA Realty, LLC. license number is 394574

21. This lease contains the entire agreement between the parties. Any changes, additions or alterations must be in writing and made a part of this lease in the form of an addendum.

22. Special Stipulations as follows:

A. **Security Deposit:** Lessee shall deposit with Lessor (Griffith Downtown Investment) upon execution of this Lease **(\$5,000.00)** as a security deposit which shall be held by Lessor, without liability to Lessee for any interest thereon, as security for the full and faithful performance by Lessee of each and every term, covenant and condition of this Lease of Lessee. In the event Lessee furnishes Lessor with proof that all utility bills have been paid through the date of lease termination, and performs all of Lessee's other obligations under this Lease, the security deposit shall be returned in full to Lessee within thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Lessee in compliance with the provisions of this Lease.

B. **Liability Insurance:**

Lessee shall maintain at its sole expense during the term hereof, a blanket liability insurance policy covering the Premises, which **policy has limits of \$1,000,000.00 for injury or death to any one person and \$2,000,000.00 for injury and/or death to any number of persons in any one accident and property damage insurance in an amount of \$100,000.00 in a company satisfactory to Lessor.** Lessee shall also keep in force fire and extended coverage insurance for the full replacement value of Lessee's improvements and Lessee's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property. Lessee agrees to add the Premises to any blanket policies and will cause such insurance policy, as to the Premises, **to name Griffith Downtown Investment, LLC., as additional insured** and to be written, if available, so as to provide that the insurer waives all right of recovery by way of subrogation against Lessor in connection with any loss or damage covered by the policy. In addition, Lessee shall keep in force workman's compensation or similar insurance to the extent required by law. **Lessee shall deliver said policy or certificate thereof to Lessor and or Lessor's agent prior to receiving the keys or access to the property.** Should Lessee fail to affect the insurance called for herein, Lessor, may, at its sole option, procure said insurance and pay the requisite premiums, in which event, Lessee shall pay all sums so expended to Lessor, as additional rent following invoice. Each insurer under the policies required hereunder shall give Lessor fifteen (15) days prior written notice before the policy or policies in question shall be altered or cancelled.

C. **Lessee payments due upon signing lease:** Lessee shall write two checks in the amount of **(\$10,400.00)** at the execution of said lease agreement. One check for first and last month's rent months' rent (March 2023 & February 2028), in addition to a check for the **security deposit for (\$5,000.00).** **TOTAL amount due at the signing of the lease shall be (\$15,400.00) and made payable to Griffith Downtown Investment, LLC.**

a. Free Rent month	Remaining days in January, February 2023	
b. Year 1 & 2	3/01/23 - 2/28/25	\$5,000.00/month
c. Year 3	3/01/25 - 2/28/26	\$5,200.00/month
d. Year 4 & 5	3/01/26 - 2/28/28	\$5,400.00/month

D. **Rent payments:** Rent shall be paid to Griffith Downtown Investment, LLC. P.O. Box 779 Macon, GA 31202, on the 1st of each month.

E. **Commencement date:** on February 1, 2023 or upon receiving Certificate of Insurance.

F. **Alcohol Permits:** Lessee shall be responsible for obtaining all required beer, wine and liquor license for the retail sales of alcohol. Lessee must diligently peruse obtaining any

and all required alcohol licenses and shall have all formal applications submitted to all local, state and federal government entities as soon as possible.

G. Intentionally reserved. .

H. Fixtures & Security: Items specified on Exhibit B, which is incorporated herein by reference, shall be useable to the Lessee during the tenancy of the original lease and any extension of said lease, and shall remain on the leased property permanently. All furniture, fixtures and equipment on Exhibit B shall remain the property of Lessor.

I. Fixtures that remain: These items are noted as; entry chandelier (s), bar lighting, track lighting, kitchen three chamber sink (s), and any and all plumbing fixtures.

J. Lessee Improvements: Lessee shall be allowed by Lessor to make the following improvements. Any and all other improvements beyond the listed improvements below must be approved by Lessor.

- Add signage
- Alarm system

K. Signage: Lessee shall be permitted to add company's name on the building signage location that are approved by Lessor and local Planning and Zoning ordinances and requirements at Lessees sole cost.

L. Taxes: Real Property taxes shall be paid by Lessor. All personal property taxes attributable to personal property within the leased premises shall be paid by Lessee.

M. Exterior of building: Lessor shall be responsible for repairs and maintenance to the roof, exterior walls and structural components of the building.

N. HVAC: Lessee shall be fully responsible for all HVAC repair and maintenances. Lessee agrees to maintain a HVAC service maintenance contract that will have the units professionally serviced twice a year and will supply Lessor with a copy of the maintenance agreement upon request. If Lessee doesn't have the HVAC system serviced twice a year and or does not provide a copy of the said maintenance agreement upon request, Lessee shall be come fully responsible for all repairs to said HVAC systems. HAVC filters should be changed monthly in a restaurant or bar.

O. Grease Trap and Hood Maintenance: Lessee shall be responsible every 3 months (quarterly) for the cleaning, and any maintenance necessary at Lessee's sole cost.

P. Annual Backflow Test: Lessor shall be responsible for the first backflow test, then Lessee becomes responsible annually upon request from Macon Water Authority.

Q. Use and Restrictions: The Lessee agrees that Lessee's employees, customers, invitees or other associated persons shall only occupy said premises during normal business hours, 9:00 am - 12:00 midnight. Monday thru Sunday. Music shall stop and doors close at 11:00 PM due to residents living above said premises. The Lessee agrees that there shall be no loitering allowed outside of the leased premises, nor any activity which may create a nuisance (ie. loud music) to other Lessees and that all activities shall be performed inside the leased premises only. A violation of this paragraph shall give the Lessor the right to terminate this lease at any time with fifteen days written notice to Lessee. Parking is Lessees responsibility in the downtown area.

R. Roof: Lessor shall be responsible for the maintenance of the roof and shall be responsible for all roof repairs

S. Utilities: Lessee shall be responsible for paying all utilities including, but not limited to alarm service power, security, internet data services, cable, garbage, water, sewer, gas, pest control, and janitorial services. Garbage is the responsibility of the Lessee in the downtown area.

T. Renewal Option: Lessee may exercise their renewal option by submitting in writing 60 days prior to the expiration of lease to Lessor.

One - (5) year lease at market rate

U. **Personal Guarantee:** Attached hereto as Exhibit C and made a part by reference to aid lease agreement is the personal guarantee for the term of the Primary lease executed by Todd D. Miles

V. **Notice address:**

- a. Lessee – Todd D Miles
b. Lessor – Wes Griffith – P.O. Box 779 Macon, GA 31202

W. **Default and Remedies:** In the event Lessee fails to pay rent when due, said Lessor has the right, at his option, to declare rental for entire term of this Lease immediately due and payable, to declare the Lease void, cancel the same, re-enter and take possession of the Premises. Lessor, at his option, upon breach of this Lease, may card for rent and sublet the Premises in the name of the Lessee (Lessee hereby grants Lessor a limited Power of Attorney to effectuate the same) and hold Lessee liable therefore. Such subletting on the part of the Lessor will not in any sense be a breach of the Lease on the part of the Lessor, but will be merely acting as agent for the Lessee to minimize damage. Said Lessor is not required, however, to let same for any other purpose than that specified herein. These rights of the Lessor are cumulative and not restrictive of any other rights under the law, and failure on the part of Lessor to avail himself of these privileges at any particular time shall not constitute a waiver of these rights. Lessor will be entitled to all costs associated with the same, including without limitation, its attorney fees. In the event Lessee fails to pay rent when due, Lessor has the right, at its option, to initiate collections and/or dispossession proceedings against the Lessee as previously stated in this Lease. In the event Lessor elects to hire an attorney to collect rent, or handle dispossession proceedings, Lessor shall be entitled to recover all costs of collection, including courts costs and attorney fees.

IN WITNESS WHEREOF: We have hereunto set our hands and seals, this day and year above written.

By: Wes Griffith 1/26/2023
Date
Wes Griffith (Lessor)

Griffith Downtown Investment, LLC.

By: Todd D Miles 1/27/2023
Date
Todd D Miles (Lessee)

Lessor's Agent:

CBC Eberhardt & Barry, Inc.
990 Riverside Drive, Macon, GA 31201
(478) 746-8171, fax (478) 746-13622

Lessee's Agent:

Keller Williams Middle GA Realty, LLC.
4885 Riverside Drive, Macon, GA 31210
(478)333-5050, fax (478) 333-5060

By: Deidra Stewart 1/26/2023
Date
Deidra C. Stewart - GA License # 351121

By: Mishay Bingham 1/27/2023
Date
Mishay Bingham - GA License #394574

LEASE

EXHIBIT "A"

RESTAURANT SPACE

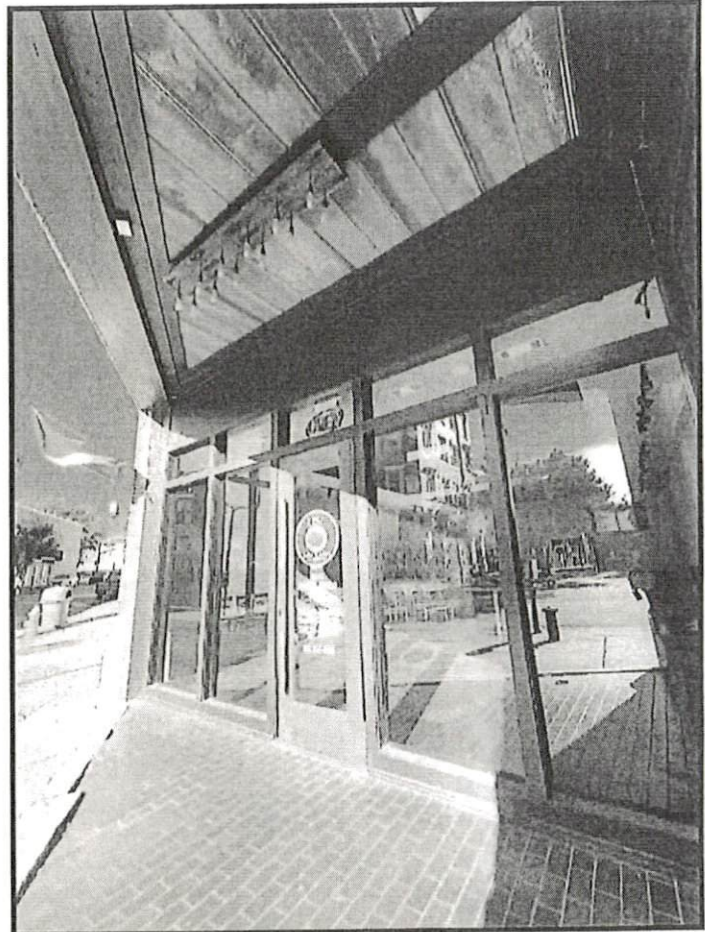
347 Cotton Avenue
Macon, Bibb County, GA 31201

PROPERTY OVERVIEW

- 3,000± SF Restaurant (Turn Key)
- Banquet room for private dining, parties or special events with private entrance
- New kitchen, flooring, restrooms, electrical and HVAC
- Large kitchen area with plenty of prep/work space
- Equipment included (See Page 6)
- Zoned CBD-1
- Tenant pays all utilities

LOCATION OVERVIEW

- Located in a high traffic area of Macon's Central Business District with great visibility
- Atrium Health Medical Center blocks away with 4,600± employees
- Mercer University less than one mile with 9,000± students enrolled
- Walking distance from Bibb County Courthouse, City Auditorium, Grand Opera House, Hargray Capitol Theatre, residential lofts, shopping, places of worship and financial institutions
- Served by public transportation



MONTHLY LEASE RATE: \$5,000

DS
WG

DS
[Signature]

DEIDRA STEWART
478.508.2652 Cell
deidra@cbcworldwide.com

990 RIVERSIDE DRIVE • MACON, GA 31201 • 478.746.8171 • CBCMACON.COM



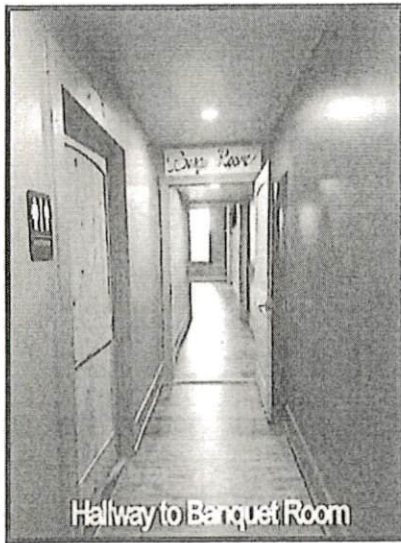
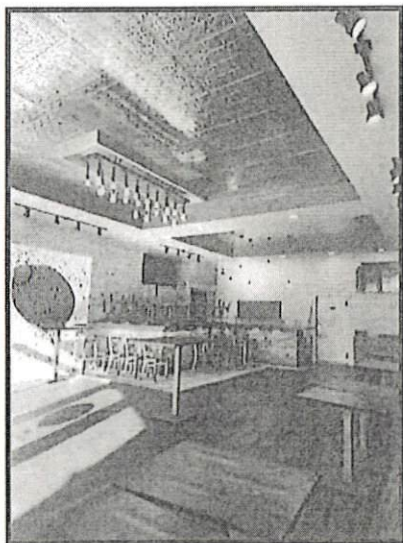
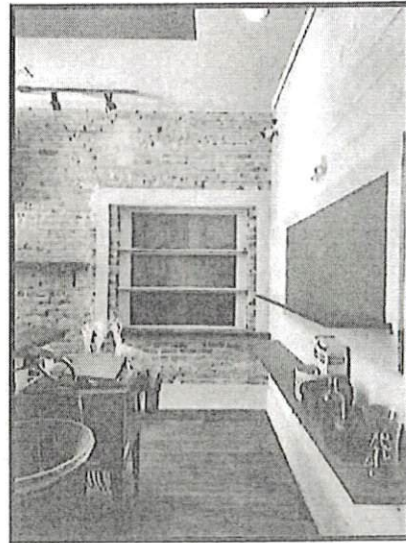
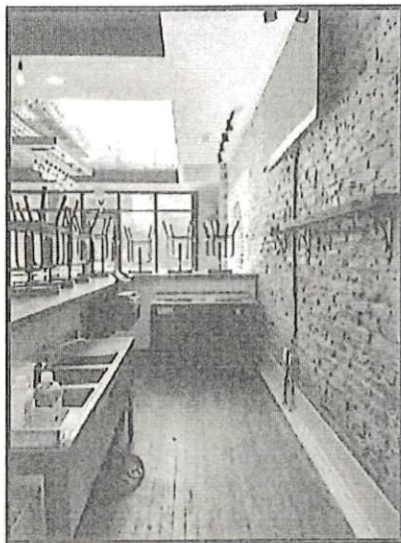
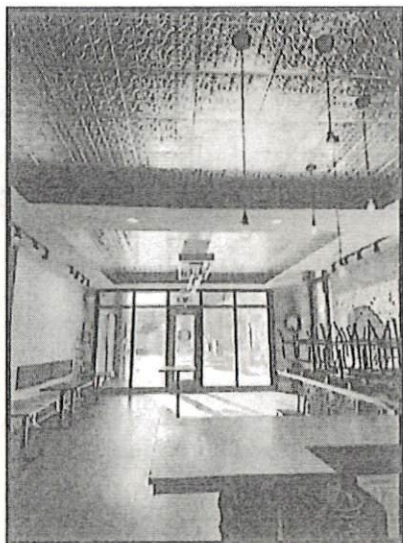
**COLDWELL BANKER
COMMERCIAL**
EBERHARDT & BARRY

Created 9/27/22

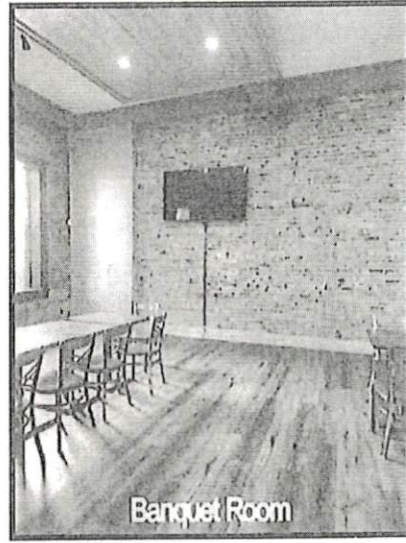
LEASE

RESTAURANT SPACE

347 Cotton Avenue
Macon, Bibb County, GA 31201



Halfway to Banquet Room

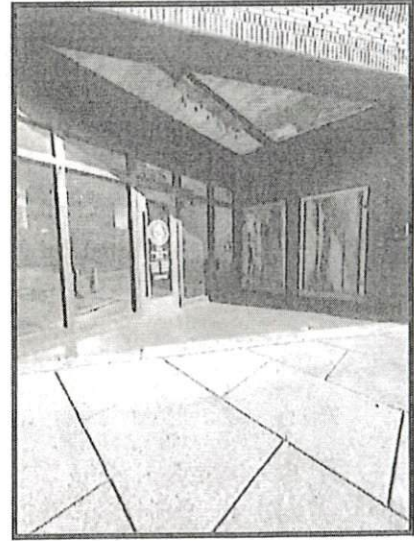
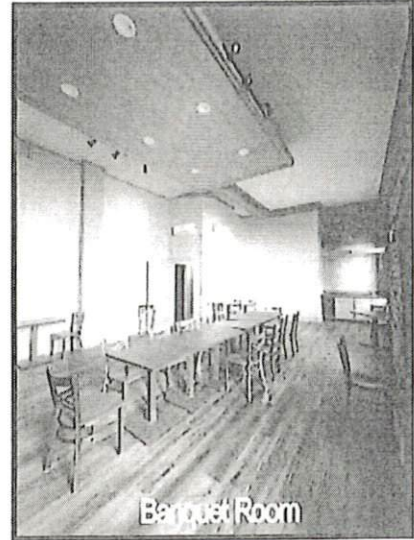
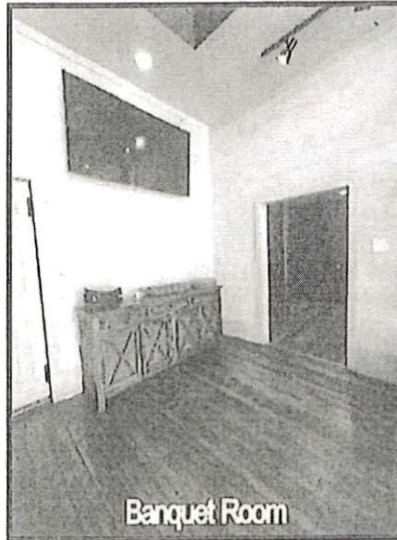
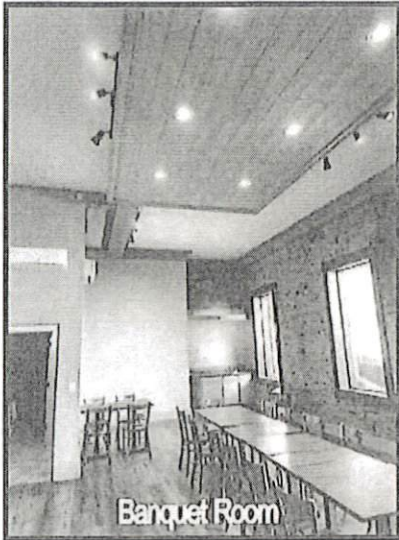


Banquet Room

LEASE

RESTAURANT SPACE

347 Cotton Avenue
Macon, Bibb County, GA 31201



3

DEIDRA STEWART
478.508.2652 Cell
deidra@cbcworldwide.com

990 RIVERSIDE DRIVE • MACON, GA 31201 • 478.746.8171 • CBCMACON.COM



COLDWELL BANKER
COMMERCIAL
EBERHARDT & BARRY

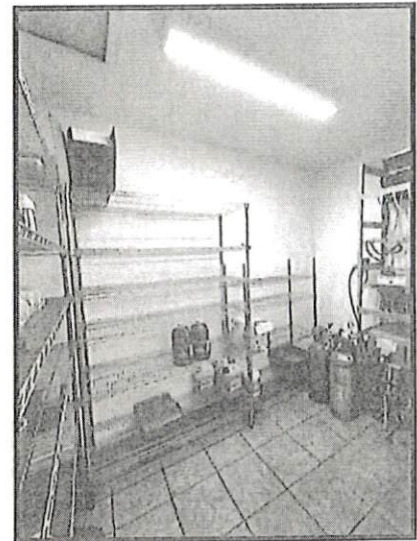
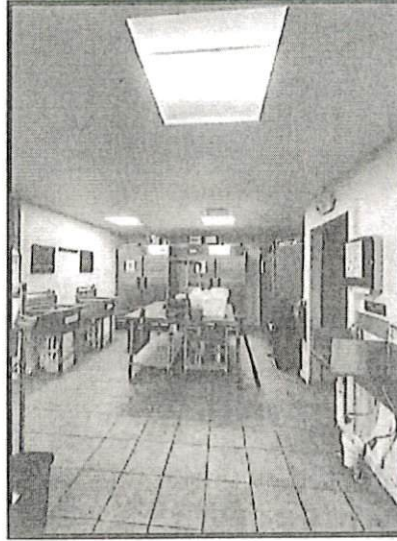
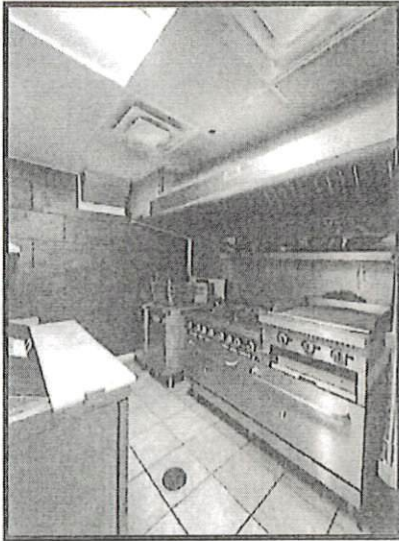
DS
WG

DS
[Signature]

LEASE

RESTAURANT SPACE

347 Cotton Avenue
Macon, Bibb County, GA 31201



4

DEIDRA STEWART
478.508.2652 Cell
deidra@cbcworldwide.com

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COLDWELL BANKER
COMMERCIAL
EBERHARDT & BARRY

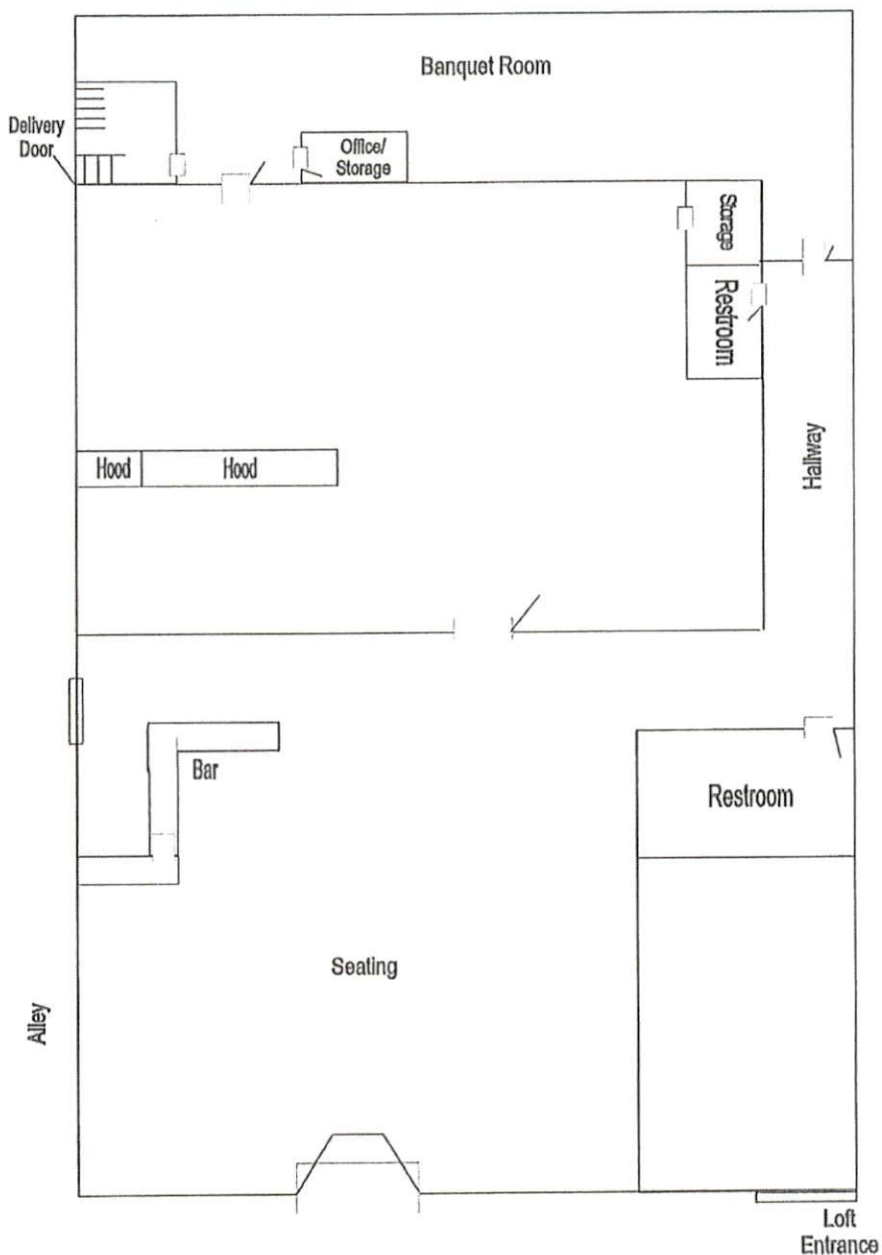
DS DS
WG [Signature]

LEASE

RESTAURANT SPACE

347 Cotton Avenue
Macon, Bibb County, GA 31201

FLOOR PLAN



5

DEIDRA STEWART
478.508.2652 Cell
deidra@cbcworldwide.com

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**COLDWELL BANKER
COMMERCIAL**
EBERHARDT & BARRY

DS
WG

DS
[Signature]

EXHIBIT "B"

347 Cotton Ave Inventory Summary

The following items shall permanently remain on site with the property during the original term of the lease and any extension of said lease.

Avantco FF300 Natural Gas 40 lb. Stainless Steel Floor Fryer-2

Avantco A-49F-HC 54" Solid Door Reach-In Freezer – 1

Avantco A-49R-HC 54" Solid Door Reach-In Refrigerator – 2

Avantco APT-48-HC 48" 2 Door Refrigerated Sandwich Prep Table – 1

Avantco HBB-50-HC 50" Black Horizontal Bottle Cooler – 1

Bar Height Chairs- 8

Bar Stools – 8

Carnival King WBM26DGT Non-Stick Double Belgian Waffle Maker with Digital Timer and Temperature Controls - 1

Chairs- 28

Custom Seat Backs- 4

Custom Art Work -6+

Galaxy COE3Q Quarter Size Convection Oven - 1

Tables (Bar Height)- 2

Tables (Regular) -18

Toast POS- 3(1 Hand-held)

Server Station – 1 (SIDE BOARD BUFFET)

Cooking Performance Group S60-GS24-N Natural Gas 6 Burner 60" Range with 24" Griddle/Broiler and 2 Standard Ovens – 1

18-Gauge 304 Stainless Steel Commercial Work Table with Galvanized Legs and Undershelf – 4

75" Samsung 4K TVs- 3

Misc. Items – Cameras, Silverware, cups/glasses, plates, pots/pans, shelving, decor and all remaining loose smallware items

The following are considered permanent fixtures and will remain part of the premises at the expiration of the lease:

All sinks including but not limited to:

Wall Mounted Hand Sink with Gooseneck Faucet and Side Splash – 3

16-Gauge Stainless Steel One Compartment Commercial Sink with Faucet – 2

16-Gauge Stainless Steel Three Compartment Commercial Sink with 1 Drainboard – 1

Three compartment sink (bar) – 1

Avantco 60" High Wattage Strip Warmer – 1

The following are property of Beverage Control. Tenant must establish a contract with Beverage Control to keep the equipment on site or have them retrieve items:

Coffee maker

Stainless Steel 4 legged Ice bins – 2

Beverage dispenser and bar guns

Dishwasher

Exhibit C

PERSONAL LEASE GUARANTY

FOR VALUE RECEIVED and in consideration of the mutual covenants set forth herein and other good and valuable consideration, and as an inducement to **Griffith Downtown Investment, LLC, LLC**, of the first part, hereinafter called Lessor to enter into a lease agreement with **Todd D Miles** personally of the other part, hereinafter called Lessee having a **commencement date of February 1, 2023** ("Lease"), this Exhibit B being attached thereto and incorporated therein, the undersigned, **Todd D. Miles**, ("Guarantor") hereby enters into this Guaranty, this **26th day of January, 2023**.

1. **GUARANTY.** Guarantor hereby absolutely and unconditionally guarantees to Lessor, its successors and assigns the prompt and full payment of all rent and other payments to be made by Lessee under the first 5 years of the Primary terms of the Lease and any extensions, and the full performance and observance by Lessee of all the other terms, covenants, conditions to be performed and observed by Lessee, for which Guarantor shall be jointly and severally liable with Lessee. Guarantor hereby waives any notice of non-observance, or proof of notice or demand. Guarantor agrees that in the event of a default by Lessee under the Lease, Lessor may proceed against the Guarantor before, after or simultaneously with proceeding against Lessee.

2. **NO TERMINATION.** This Guaranty shall not be terminated, affected or impaired in any manner by reason of: (1) the assertion by Lessor against Lessee of any of the rights or remedies reserved to Lessor pursuant to the provisions of the Lease; (2) the commencement of summary or other proceedings against Lessee; (3) the failure of Lessor to enforce any of its rights against Lessee; or (4) the granting by Lessor of any extensions of time to Lessee.

3. **GENERAL PROVISIONS.**

A. Guarantor further covenants and agrees that: (1) Guarantor shall be bound by all the provisions, terms, conditions restrictions and limitations contained in the Primary Lease term of 5 years and any extension which are to be observed or performed by Lessee thereunder, the same as if Guarantor were named therein as Lessee; the financial obligations of Guarantor to pay rent and make other payments shall not be increased beyond the amounts specified in the Lease without the written consent of Guarantor.

B. If Lessor at any time is compelled to take action, by legal proceedings or otherwise, to enforce or compel compliance with the terms of this Guaranty, the undersigned shall, in addition to any other rights or remedies to which Lessor may be entitled hereunder or as a matter of law or in equity, pay to Lessor all costs, including reasonable attorneys' fees, incurred or expended by Lessor in connection therewith.

C. In the event the Lease is disaffirmed by a Trustee in bankruptcy for Lessee, Guarantor agrees that it shall, at the election of Lessor, either assume the Lease and perform all of the covenants, terms and conditions of Lessee thereunder or enter into a new lease, which said new lease shall be in form and substance identical to the Lease.

D. All duties and obligations of "Guarantor" pursuant to this Guaranty shall be



binding upon the successors and assigns of the undersigned.

E. This Guaranty shall be governed by and construed in accordance with the laws of the State of Georgia.

F. Guarantor agrees that, to the extent that Lessee makes a payment or payments to Lessor or Lessor receives any proceeds of collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or otherwise are required to be repaid to Lessee, its estate, trustee, receiver or any other party, including, without limitation, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligations of Lessee or part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred. Guarantor shall defend and indemnify Lessor of and from any claim or loss under this subparagraph, including Lessor's legal fees and expenses and other expenses in the defense of any such action or suit.

G. Guarantor waives and shall have no right of subrogation, indemnification, reimbursement or exoneration with respect to the liabilities of Lessee under the Lease or any rights of contribution from any other Guarantor of such liabilities.

4. **TIME OF ESSENCE.** Time is of the essence of this Guaranty.

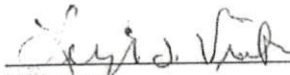
5. **ENTIRE AGREEMENT.** This Guaranty and any attached addenda constitute the entire Guaranty and no oral statement or amendment not reduced to writing and signed by Guarantor shall be enforceable.

6. **SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any exhibit or preceding paragraph, shall control.

NONE.

IN WITNESS WHEREOF, Guarantor has hereto set its hand and seal the day and year first written above.

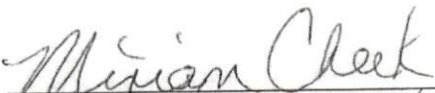
Signed, sealed and delivered
in the presence of:



Witness



Name: Todd D. Miles



Notary Public
My Commission Expires: 6/24/23



DS
WG

DS


Agent Certification

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

Agent's Signature: _____

Date: _____

Business Name: _____

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

This 15 day of May, _____

NOTARY PUBLIC



Owner/Individual Certification

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

Individual/Owner's Signature: _____

Date: _____

(If different from Agent)

Title: _____

Business Name: _____

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

This 15 day of May, 2024

NOTARY PUBLIC



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: The Cotton Ranch

Business Address: 347 Cotton Ave Meen GA 31201

Instructions:

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

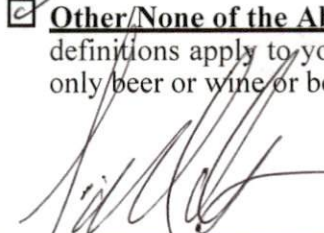
If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

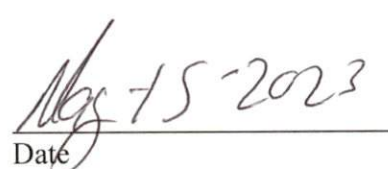
If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be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

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

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


Applicant/Agent Signature


Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

*Security Camera Compliance Verification Form
Rev. March 2021
Page 1 of 2*

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

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

Business Name: The Cotton Ranch

Business Address: 347 Cotton Ave Macon GA 31024

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

Graig Toney

Code Enforcement Department Designee

5/2/23

Date

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

[Signature]
Applicant/Agent Signature

5/15/23
Date

Applicant Privacy Rights Notification Signature Form

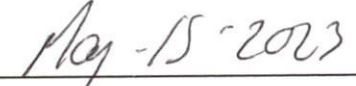
Applicant Notification and Record Challenge:

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

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


Signature


Print Name


Date



Alcohol License Questionnaire

Name of Business: The Cotton Ranch
 Owner's Name: Todd D Miles
 Address: 347 Cotton Ave Moon GA 3101

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

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

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

Please circle one: Relation, see below No Relation

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

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

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

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

Todd D Miles
 Printed Name of person completing form

May-15-23
 Date

Todd D Miles
 Signature of person completing form

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: The Cotton Ranch
Business Address: 347 Cotton Ave Macon GA 31201

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

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


 Applicant/Agent Signature

May 15, 2023
 Date

Armed Security Personnel Required Training Compliance Form
 Rev. July 2021
 Page 1 of 2

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Todd J Miles Ceo
2. Name of the subject of this Certificate, if different from the applicant:
The Batten Ranch
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

Sworn to and subscribed before me this

15 day of May, 2023.

Emma Teresa Nelson
Notary Public

My commission expires:



Page 2 of 2

Rev. April 2022
See O-22-0011

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Cotton Ranch / Todd Miles - Owner
2. Name of the subject of this Certificate, if different from the applicant:
Wes Griffith Griffith Downtown Investments
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

Moonhanger Group, Moonhanger North, Moonhanger GATH,
MH66L, Macon Trolley, H H Soul Food, Griffith
Downtown Investments, Creek Media, Creek at
Capricorn

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

Wes Griffith Wes Griffith
 Print and Sign Name

Sworn to and subscribed before me this
15th day of MAY, 2023

[Signature]
 Notary Public

My commission expires: July 22, 2023





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

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Todd D Miles – No new fingerprints needed.

Business Name: Todd D Miles LLC dba The Cotton Ranch

Business Address: 347 Cotton Avenue, Macon, GA 31201

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	6/16/2023 _____ Date
Denied	1C561778CDEE414... _____ Sheriff, Macon-Bibb County, Georgia	_____ Date

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

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



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 7/5/2023 (Date) ^{DS}
EH (Initials)

Comments

Reviewed by Legal. Recommend approval.

While application was pending, MBCAO was alerted to conditions that change the recommendation. Legal recommends denial pursuant to Macon-Bibb County Code of Ordinances Sec. 4-27(a)(1), Sec 4-27(a)(2), Sec. 4-27(a)(8), and Sec 4-36(2). Legal Review and Updated Recommendation 9/8/23. SDD

Initials

^{DS}
SF

Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE THE FORTY-THIRD AMENDMENT TO THE 2018 SPLOST PROJECT TIMELINE AND BUDGET AS PRESENTED BY THE SPLOST PROJECT MANAGER; AND FOR OTHER LAWFUL PURPOSES.

***Purpose:** To amend the SPLOST Project Timeline as provided herein.*

WHEREAS, on or about April 18, 2017, the Macon-Bibb County Commission approved Resolution No. R-17-0066, establishing the 2018 SPLOST Project Timeline and Budget; and

WHEREAS, since such time, the Macon-Bibb County Commission has amended such timeline forty-two times, with the most recent amendment being adopted by Resolution R-23-0118 A on August 15, 2023; and

WHEREAS, a copy of the most recent amended SPLOST Project Timeline and Budget is attached hereto at Exhibit A and incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to adopt the forty-third amendment to the 2018 SPLOST Project Timeline and Budget for purposes of including the following adjustments:

1. Move \$350,000 from 2021 Road Work – Other - Jeffersonville Road line item to the 2023 Road Work – Other - Pinehill Dr Sidewalks line item;
2. Move \$250,000 from 2021 Road Work – Other - Jeffersonville Road line item to the 2023 Road Work – Other - Hollingsworth Road Sidewalks line item; and
3. Move \$650,000 from 2021 Road Work – Other - Jeffersonville Road line item to the 2023 Road Work – Other - Meade Road line item.

WHEREAS, the SPLOST Project Manager has prepared the forty-third amendment to the 2018 SPLOST Project Timeline and Budget which is attached hereto as Exhibit B and incorporated herein by reference (the “SPLOST Project Timeline”); and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same, as follows:

1. The Commission hereby adopts and approves the forty-third amendment to the SPLOST Project Timeline, in substantially the same form as Exhibit B attached hereto and incorporated herein by reference.

2. The SPLOST Project Timeline shall serve as a guideline for the timing and expenditure of 2018 SPLOST Revenues.

For purposes of this Resolution, 2018 SPLOST Revenues shall mean and refer to the revenues from the one cent Special Purpose Local Option Sales and Use Tax which was approved by Resolution, dated August 6, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016, on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being \$280,000,000.

3. The purpose of the SPLOST Project Timeline is to provide for and ensure the orderly and appropriate expenditure of the 2018 SPLOST Revenues so that each SPLOST Project is accomplished, and the annual bond indebtedness payments satisfied without exceeding the estimated annual flow of 2018 SPLOST Revenues.

4. An Ordinance appropriating funds for each SPLOST capital outlay project shall still be required to be approved by the Macon-Bibb County Commission pursuant to the appropriation process as set forth in Section 14 of the Charter of Macon-Bibb County.

5. If the timing of a SPLOST project is to be advanced in the timeline or if the estimated budgeted amount for a SPLOST project is amended, then another SPLOST Project or combination of SPLOST Projects must be delayed from their schedule time, along with including any necessary budget adjustments to remaining SPLOST projects, so as to ensure that the annual expenditures related to SPLOST projects will never exceed the cumulative amount of available 2018 SPLOST Revenues.

6. If an Ordinance is submitted for approval of a SPLOST capital outlay project which requires amending the SPLOST Project Timeline, then such necessary amendment(s) shall be made to the SPLOST Project Timeline in conjunction with the SPLOST Project Manager and included as part of said Ordinance.

7. 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.

8. In the event scrivener's errors shall be discovered in this Resolution or in the Exhibit(s) 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.

9. The Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

10. Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

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

12. 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 _____, 2023.

By: _____
LESTER M. MILLER, Mayor

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

\\Tc-Storage.Maconbibb.Us\Countyattstorage\RES MACON-BIBB\2023 Miller Adopting Forty-Third SPLOST
Timeline Amendment 9-28-23.Docx

EXHIBIT A

CURRENT SPLOST TIMELINE

2018 SPLOST**PROJECT TIMELINE (MILLION DOLLARS)**

Amendment 42

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
WALKER ROAD LANDFILL CLOSURE	\$1,800,000											
PURCHASE	\$1,084,258				\$5,656,359	\$7,694,937	\$3,000,000					\$18,151,296
TRANSFER												\$1,084,258
TOTAL	\$2,884,258	\$0			\$5,656,359	\$7,694,937			\$0			\$0
CUMULATIVE	\$2,884,258	\$2,884,258	\$2,884,258	\$2,884,258	\$8,540,617	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554
COURTHOUSE ADDITION												
COURTHOUSE	\$736,593				\$2,885,652	\$4,000,000	\$2,545,734		\$9,503,944	\$10,879,770		\$30,551,693
PARKING DECK		\$408,594	\$15,000		\$450,000				\$3,032,074	\$3,847,074		\$7,752,742
COURTROOM												
JUVENILE JUSTICE		\$144,213										\$144,213
TOTAL	\$736,593	\$552,807	\$15,000	\$0	\$3,335,652	\$4,000,000	\$2,545,734	\$0	\$12,536,018	\$14,726,844	\$0	
CUMULATIVE	\$736,593	\$1,289,400	\$1,304,400	\$1,304,400	\$4,640,052	\$8,640,052	\$11,185,786	\$11,185,786	\$23,721,804	\$38,448,648	\$38,448,648	
ECONOMIC DEVELOPMENT												
INDUSTRIAL		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$7,500,000		\$2,500,000	\$2,500,000	\$2,500,000	\$25,000,000
OTHER (PARKING)						\$3,847,468						\$3,847,468
TOTAL		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$6,347,468	\$7,500,000	\$0	\$0	\$2,500,000	\$2,500,000	
CUMULATIVE		\$2,500,000	\$5,000,000	\$7,500,000	\$10,000,000	\$16,347,468	\$23,847,468	\$23,847,468	\$23,847,468	\$26,347,468	\$28,847,468	
BLIGHT REMEDIATION												
Blight Bond #2												
TOTAL	\$750,000	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844						\$11,541,517
CUMULATIVE	\$750,000	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844	\$0	\$0	\$0	\$0	\$0	\$0
	\$750,000	\$1,331,251	\$2,465,725	\$3,600,199	\$4,919,673	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517
DEBT RETIREMENT												
2013 A (2017refunding issue)		\$718,007										\$718,007
2013 B MBCUDA		\$146,551	\$1,700,000									\$1,846,551
2015 A MBCUDA		\$906,920	\$900,000	\$100,000	\$300,000							\$2,206,920
2015B MBCUDA		\$422,076	\$1,000,000	\$1,000,000	\$500,000							\$2,922,076
2015 MBCIDA		\$556,768	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000				\$2,956,768
GMA LEASE		\$2,849,678										\$2,849,678
TOTAL		\$5,600,000	\$4,000,000	\$1,500,000	\$1,200,000	\$400,000	\$400,000	\$400,000	\$13,500,000	\$13,500,000	\$13,500,000	
CUMULATIVE		\$5,600,000	\$9,600,000	\$11,100,000	\$12,300,000	\$12,700,000	\$13,100,000	\$13,500,000	\$13,500,000	\$13,500,000	\$13,500,000	\$13,500,000

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
PUBLIC SAFETY												
FIRE STATION					\$2,886,158							\$2,886,158
FIRE UPGRADE		\$220,215	\$480,710	\$480,710	\$480,710		\$480,710	\$480,710		\$240,355		\$2,864,120
LADDER TRUCK		\$1,221,915			\$962,054							\$2,183,969
IT UPGRADE			\$961,420		\$962,054		\$1,792,054		\$132,054	\$480,710		\$4,328,292
SHERIFF VEHICLES	\$275,110	\$240,355	\$240,355	\$240,355	\$240,355	\$240,355	\$480,710	\$962,054	\$240,355			\$3,160,004
SHERIFF BUILDINGS	\$591,310	\$95,000		\$1,500,000	\$2,407,227							\$4,593,537
TOWERS	\$961,420		\$1,924,066									\$2,885,486
PUBLIC SAFETY OTHER				\$100,000			\$562,054			\$480,710		\$1,142,764
TOTAL	\$1,827,840	\$1,777,485	\$3,606,551	\$2,321,065	\$7,938,558	\$240,355	\$3,315,528	\$1,442,764	\$372,409	\$1,201,775		
CUMULATIVE	\$1,827,840	\$3,605,325	\$7,211,876	\$9,532,941	\$17,471,499	\$17,711,854	\$21,027,382	\$22,470,146	\$22,842,555	\$24,044,330	\$24,044,330	
ROADS AND BRIDGES												
LMIG	\$630,000	\$939,766	\$632,131	\$647,825	\$826,821	\$846,050	\$865,278	\$884,506	\$907,100	\$922,963	\$85,706	\$8,188,146
BASS	\$121,065	\$721,065		\$1,371,570		\$551,270		\$1,771,410	\$972,385			\$5,508,765
SARDIS CHURCH/SGODA RD		\$5,001										\$5,001
FOREST HILL	\$694,537	\$564,923				\$3,741,000						\$5,000,460
SEVENTH STREET	\$370,000											\$370,000
ELECTRIC BUS	\$1,076,000	\$140,000		\$2,631,212								\$3,847,212
CENTRAL CITY COMMONS			\$1,068,372									\$1,068,372
OTHER												\$0
Jeffersonville	\$140,000	\$529,150	\$324,000	\$1,386,523	\$1,736,303							\$4,115,976
Ocmulgee Trail	\$400,000											\$400,000
Second Street	\$2,200,000											\$2,200,000
sidewalks Log Cabin		\$288,000										\$288,000
Sidewalks Pinehill		\$100,000			\$150,000							\$250,000
MGSU		\$206,000	\$2,500,000									\$2,706,000
Navicent		\$250,000										\$250,000
Hollingsworth Rd Sidewalks					\$288,000							\$29,150
Allen Rd Signal		\$29,150										\$300,000
Tucker Rd Bridge		\$300,000										
Jeffersonville Road Sidewalks					\$1,070,809							
Old Clinton Road Sidewalk					\$200,000							
TOTAL	\$5,631,602	\$4,073,055	\$4,524,503	\$6,037,130	\$4,271,933	\$5,138,320	\$865,278	\$2,655,916	\$1,879,485	\$922,963	\$85,706	
CUMULATIVE	\$5,631,602	\$9,704,657	\$14,229,160	\$20,266,290	\$24,538,223	\$29,676,543	\$30,541,821	\$33,197,737	\$35,077,222	\$36,000,185	\$36,085,891	
Stormwater Management												
VARIOUS	\$2,884,280	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$961,400	\$961,400	\$961,400	\$19,228,360
EMERGENCY	\$480,710	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696		\$4,815,974
TOTAL	\$3,364,990	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$1,443,096	\$1,443,096	\$961,400	
CUMULATIVE	\$3,364,990	\$5,769,526	\$8,174,062	\$10,578,598	\$12,983,134	\$15,387,670	\$17,792,206	\$20,196,742	\$21,639,838	\$23,082,934	\$24,044,334	
CULTURAL AND PUBLIC												

[illegible][illegible]

	INTEREST	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	TOTALS
SUMMARY														
LANDFILL	\$764,446	\$2,884,258	\$0	\$0	\$0	\$5,656,359	\$7,694,937	\$0	\$0	\$0	\$0	\$0	\$0	\$16,235,554
COURTHOUSE	\$1,529,332	\$736,593	\$552,807	\$15,000	\$0	\$3,335,652	\$4,000,000	\$2,545,734	\$0	\$12,536,018	\$14,726,844	\$0	\$0	\$38,448,648
ECON DEV	\$152,532	\$0	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$6,347,468	\$7,500,000	\$0	\$0	\$2,500,000	\$2,500,000	\$0	\$28,847,468
BLIGHT	\$458,483	\$750,000	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844	\$0	\$0	\$0	\$0	\$0	\$0	\$11,541,517
DEBT		\$0	\$5,600,000	\$4,000,000	\$1,500,000	\$1,200,000	\$400,000	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$13,500,000
PUBLIC SAFETY	\$955,670	\$1,827,840	\$1,777,485	\$3,606,551	\$2,321,065	\$7,938,558	\$40,355	\$3,315,528	\$1,442,764	\$372,409	\$1,201,775	\$0	\$0	\$24,044,330
ROADS	\$1,338,109	\$5,631,602	\$4,073,055	\$4,524,503	\$6,037,130	\$4,271,933	\$5,138,320	\$865,278	\$2,655,916	\$1,879,485	\$922,963	\$85,706	\$0	\$36,085,891
STORMWATER	\$955,666	\$3,364,990	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$1,443,096	\$1,443,096	\$961,400	\$0	\$24,044,334
FACILITIES	\$1,414,601	\$5,497,100	\$3,741,430	\$3,341,198	\$2,373,748	\$6,157,396	\$8,320,889	\$865,278	\$865,278	\$865,278	\$2,655,518	\$865,278	\$0	\$35,548,391

RECREATION	\$5,841,646	\$12,395,590	\$4,542,020	\$3,170,000	\$1,162,130	\$4,946,371	\$8,372,265	\$1,407,550	\$0	\$0	\$0	\$41,837,572
SPLOST INTEREST		\$758,467	\$1,545,550	\$1,456,750	\$1,304,250	\$1,144,000	\$975,750	\$799,250	\$613,750	\$419,000	\$214,500	\$9,231,267
PRINCIPLE REDUCTION	\$9,231,267	\$2,875,000	\$2,930,000	\$3,075,000	\$3,230,000	\$3,390,000	\$3,530,000	\$3,705,000	\$3,890,000	\$4,085,000	\$4,290,000	\$35,000,000
TOTAL		\$37,259,621	\$30,543,832	\$25,972,703	\$40,480,288	\$50,648,720	\$30,774,369	\$13,680,294	\$21,600,036	\$27,954,196	\$8,916,884	\$314,364,972
BOND												
SALES TAX		\$24,305,269	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$17,500,000	\$281,805,269
NET		\$1,337,664	\$793,832	\$4,821,129	-\$5,659,159	-\$26,307,879	-\$27,082,248	-\$10,762,542	-\$2,362,578	-\$316,774	\$8,266,342	

EXHIBIT B

**PROPOSED SPLOST TIMELINE
AMENDMENT**

2018 SPLOST**PROJECT TIMELINE (MILLION DOLLARS)**

Amendment 43

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
WALKER ROAD LANDFILL CLOSURE	\$1,800,000											
PURCHASE	\$1,084,258				\$5,656,359	\$7,694,937	\$3,000,000					\$18,151,296
TRANSFER												\$1,084,258
TOTAL	\$2,884,258	\$0			\$5,656,359	\$7,694,937			\$0			\$0
CUMULATIVE	\$2,884,258	\$2,884,258	\$2,884,258	\$2,884,258	\$8,540,617	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554	\$16,235,554
COURTHOUSE ADDITION												
COURTHOUSE	\$736,593				\$2,885,652	\$4,000,000	\$2,545,734		\$9,503,944	\$10,879,770		\$30,551,693
PARKING DECK		\$408,594	\$15,000		\$450,000				\$3,032,074	\$3,847,074		\$7,752,742
COURTROOM												
JUVENILE JUSTICE		\$144,213										\$144,213
TOTAL	\$736,593	\$552,807	\$15,000	\$0	\$3,335,652	\$4,000,000	\$2,545,734	\$0	\$12,536,018	\$14,726,844	\$0	
CUMULATIVE	\$736,593	\$1,289,400	\$1,304,400	\$1,304,400	\$4,640,052	\$8,640,052	\$11,185,786	\$11,185,786	\$23,721,804	\$38,448,648	\$38,448,648	
ECONOMIC DEVELOPMENT												
INDUSTRIAL		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$7,500,000		\$2,500,000	\$2,500,000	\$2,500,000	\$25,000,000
OTHER (PARKING)						\$3,847,468						\$3,847,468
TOTAL		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$6,347,468	\$7,500,000	\$0	\$0	\$2,500,000	\$2,500,000	
CUMULATIVE		\$2,500,000	\$5,000,000	\$7,500,000	\$10,000,000	\$16,347,468	\$23,847,468	\$23,847,468	\$23,847,468	\$26,347,468	\$28,847,468	
BLIGHT REMEDIATION												
Blight Bond #2												
TOTAL	\$750,000	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844						\$11,541,517
CUMULATIVE	\$750,000	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844	\$0	\$0	\$0	\$0	\$0	
	\$750,000	\$1,331,251	\$2,465,725	\$3,600,199	\$4,919,673	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	\$11,541,517	
DEBT RETIREMENT												
2013 A (2017refunding issue)		\$718,007										\$718,007
2013 B MBCUDA		\$146,551	\$1,700,000									\$1,846,551
2015 A MBCUDA		\$906,920	\$900,000	\$100,000	\$300,000							\$2,206,920
2015B MBCUDA		\$422,076	\$1,000,000	\$1,000,000	\$500,000							\$2,922,076
2015 MBCIDA		\$556,768	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000				\$2,956,768
GMA LEASE		\$2,849,678										\$2,849,678
TOTAL		\$5,600,000	\$4,000,000	\$1,500,000	\$1,200,000	\$400,000	\$400,000	\$400,000	\$13,500,000	\$13,500,000	\$13,500,000	
CUMULATIVE		\$5,600,000	\$9,600,000	\$11,100,000	\$12,300,000	\$12,700,000	\$13,100,000	\$13,500,000	\$13,500,000	\$13,500,000	\$13,500,000	

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
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PUBLIC SAFETY												
FIRE STATION					\$2,886,158							\$2,886,158
FIRE UPGRADE		\$220,215	\$480,710	\$480,710	\$480,710		\$480,710	\$480,710		\$240,355		\$2,864,120
LADDER TRUCK		\$1,221,915			\$962,054							\$2,183,969
IT UPGRADE			\$961,420		\$962,054		\$1,792,054		\$132,054	\$480,710		\$4,328,292
SHERIFF VEHICLES	\$275,110	\$240,355	\$240,355	\$240,355	\$240,355	\$240,355	\$480,710	\$962,054	\$240,355			\$3,160,004
SHERIFF BUILDINGS	\$591,310	\$95,000		\$1,500,000	\$2,407,227							\$4,593,537
TOWERS	\$961,420		\$1,924,066									\$2,885,486
PUBLIC SAFETY OTHER				\$100,000			\$562,054			\$480,710		\$1,142,764
TOTAL	\$1,827,840	\$1,777,485	\$3,606,551	\$2,321,065	\$7,938,558	\$240,355	\$3,315,528	\$1,442,764	\$372,409	\$1,201,775		
CUMULATIVE	\$1,827,840	\$3,605,325	\$7,211,876	\$9,532,941	\$17,471,499	\$17,711,854	\$21,027,382	\$22,470,146	\$22,842,555	\$24,044,330	\$24,044,330	

ROADS AND BRIDGES												
LMIG	\$630,000	\$939,766	\$632,131	\$647,825	\$826,821	\$846,050	\$865,278	\$884,506	\$907,100	\$922,963	\$85,706	\$8,188,146
BASS	\$121,065	\$721,065		\$1,371,570		\$551,270		\$1,771,410	\$972,385			\$5,508,765
SARDIS CHURCH/SGODA RD		\$5,001										\$5,001
FOREST HILL	\$694,537	\$564,923				\$3,741,000						\$5,000,460
SEVENTH STREET	\$370,000											\$370,000
ELECTRIC BUS	\$1,076,000	\$140,000		\$2,631,212					\$350,000			\$3,847,212
CENTRAL CITY COMMONS			\$1,068,372									\$1,068,372
OTHER												\$0
Jeffersonville	\$140,000	\$529,150	\$324,000	\$1,386,523	\$486,303							\$2,865,976
Ocmulgee Trail	\$400,000											\$400,000
Second Street	\$2,200,000											\$2,200,000
sidewalks Log Cabin		\$288,000										\$288,000
Sidewalks Pinehill		\$100,000			\$150,000							\$600,000
MGSU		\$206,000	\$2,500,000									\$2,706,000
Navicent		\$250,000										\$250,000
Hollingsworth Rd Sidewalks					\$288,000		\$250,000					\$29,150
Allen Rd Signal		\$29,150										\$300,000
Tucker Rd Bridge		\$300,000										
Jeffersonville Road Sidewalks					\$1,070,809							
Old Clinton Road Sidewalk					\$200,000							
Meade Road							\$650,000					
TOTAL	\$5,631,602	\$4,073,055	\$4,524,503	\$6,037,130	\$3,021,933	\$5,138,320	\$2,115,278	\$2,655,916	\$1,879,485	\$922,963	\$85,706	
CUMULATIVE	\$5,631,602	\$9,704,657	\$14,229,160	\$20,266,290	\$23,288,223	\$28,426,543	\$30,541,821	\$33,197,737	\$35,077,222	\$36,000,185	\$36,085,891	

Stormwater Management												
VARIOUS	\$2,884,280	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$1,922,840	\$961,400	\$961,400	\$961,400	\$19,228,360
EMERGENCY	\$480,710	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696	\$481,696		\$4,815,974
TOTAL	\$3,364,990	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$1,443,096	\$1,443,096	\$961,400	
CUMULATIVE	\$3,364,990	\$5,769,526	\$8,174,062	\$10,578,598	\$12,983,134	\$15,387,670	\$17,792,206	\$20,196,742	\$21,639,838	\$23,082,934	\$24,044,334	

CULTURAL AND PUBLIC											
GRAND OPERA	\$1,922,840	\$1,057,012	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$865,278	\$1,790,240	\$865,278
HEALTH DEPT/MENTAL HEALTH											\$865,278
SHURLING LIBRARY											
COLISEUM	\$590,000	\$371,420	\$961,420	\$961,420	\$961,420	\$1,922,840	\$961,420				\$961,420
AUDITORIUM		\$450,000	\$1,032,000	\$547,050	\$3,369,278		\$6,013,203				\$4,807,100
TUBMAN			\$482,500								\$11,411,531
ROSE HILL											\$482,500
SMART/LAKE PARK	\$100,000	\$861,420					\$480,988				\$480,988
OTHER(LW, DOUGLASS)	\$2,884,260	\$136,300									\$961,420
TOTAL	\$5,497,100	\$3,741,430	\$3,341,198	\$2,373,748	\$6,157,396	\$8,320,889	\$865,278	\$865,278	\$865,278	\$2,655,518	\$865,278
CUMULATIVE	\$5,497,100	\$9,238,530	\$12,579,728	\$14,953,476	\$21,110,872	\$29,431,761	\$30,297,039	\$31,162,317	\$32,027,595	\$34,683,113	\$35,548,391
PARKS AND RECREATION											
CLIFFVIEW LAKE											
LAKE TOBOSO/FKEE		\$961,420	\$2,002,840	\$300,000	\$400,000		\$1,922,839	\$662,130			\$1,922,839
SOUTH BIBB REC	\$1,884,568	\$5,806,792	\$150,000								\$4,326,390
JDS TENNIS			\$825,000								\$7,841,360
FRANK JOHNSON	\$48,250			\$150,000				\$2,355,325	\$1,407,550		\$2,232,550
FILMORE THOMAS								\$2,734,260			\$2,403,575
MEMORIAL								\$2,403,550			\$2,884,260
FREEDOM PARK	\$384,568	\$2,642,408	\$1,031,180								\$2,403,550
BLOOMFIELD/GILEAD	\$822,994			\$1,500,000		\$2,330,402					\$4,058,156
EAST MACON REC	\$961,420	\$350,000	\$533,000	\$60,000		\$499,130					\$4,653,396
CENTRAL CITY PARK	\$1,249,846	\$1,442,130		\$930,000	\$512,130						\$2,403,550
BOWDEN	\$340,000	\$140,710									\$4,134,106
BOOKER T CENTER?		\$240,710									\$480,710
Mattie Hubbard				\$230,000	\$250,000	\$23,000		\$217,000			\$480,710
OTHER(N MACON, SENIORS)	\$150,000	\$811,420				\$80,000					
TOTAL	\$5,841,646	\$12,395,590	\$4,542,020	\$3,170,000	\$1,162,130	\$4,946,371	\$8,372,265	\$1,407,550	\$0	\$0	\$1,282,420
CUMULATIVE	\$5,841,646	\$18,237,236	\$22,779,256	\$25,949,256	\$27,111,386	\$32,057,757	\$40,430,022	\$41,837,572	\$41,837,572	\$41,837,572	
INTEREST											
SUMMARY											TOTALS
LANDFILL	\$764,446	\$0	\$0	\$0	\$5,656,359	\$7,694,937	\$0	\$0	\$0	\$0	\$16,235,554
COURTHOUSE	\$1,529,332	\$552,807	\$15,000	\$0	\$3,335,652	\$4,000,000	\$2,545,734	\$0	\$12,536,018	\$14,726,844	\$38,448,648
ECON DEV	\$152,532	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$6,347,468	\$7,500,000	\$0	\$0	\$2,500,000	\$28,847,468
BLIGHT	\$458,483	\$581,251	\$1,134,474	\$1,134,474	\$1,319,474	\$6,621,844	\$0	\$0	\$0	\$0	\$11,541,517
DEBT		\$5,600,000	\$4,000,000	\$1,500,000	\$1,200,000	\$400,000	\$400,000	\$400,000	\$0	\$0	\$13,500,000
PUBLIC SAFETY	\$955,670	\$1,777,485	\$3,606,551	\$2,321,065	\$7,938,558	\$240,355	\$3,315,528	\$1,442,764	\$372,409	\$1,201,775	\$24,044,330
ROADS	\$1,338,109	\$4,073,055	\$4,524,503	\$6,037,130	\$3,021,933	\$5,138,320	\$2,115,278	\$2,655,916	\$1,879,485	\$922,963	\$36,085,891
STORMWATER	\$955,666	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$2,404,536	\$1,443,096	\$1,443,096	\$24,044,334



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO \$1,250,000.00 FROM 2018 SPLOST PROCEEDS, TO BE ALLOCATED TO SPLOST PROJECTS AS SPECIFIED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, a one cent Special Purpose Local Option Sales and Use Tax was approved by Resolution, dated August 6, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016 on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being \$280,000,000 which collection is set to begin on April 1, 2018, or upon the termination of the current SPLOST being collected (the “**2018 SPLOST Revenues**”); and

WHEREAS, the Forty-third Amendment to the 2018 SPLOST Project Timeline and Budget is being considered contemporaneously herewith, to ensure the orderly and appropriate expenditure of the 2018 SPLOST Revenues so that each SPLOST Project is accomplished, and the annual bond indebtedness payments satisfied without exceeding the estimated annual flow of 2018 SPLOST Revenues; and

WHEREAS, the Macon-Bibb County Commission believes that the appropriation of up to \$1,250,000.00 from the 2018 SPLOST revenues to provide funding for the planned expenditures described herein will benefit and be in the best interests of the citizens of Macon-Bibb County; and

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

1. The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$1,250,000.00 from SPLOST Revenues in accordance with the SPLOST Project Timeline for funding of the following approved capital outlay projects, in the following amounts:

- A. Up to \$350,000 from 2023 Road Work – Other, Pinehill Dr Sidewalks line item for sidewalk improvements;
- B. Up to \$250,000 from 2023 Road Work – Other, Hollingsworth Road Sidewalks line item for sidewalk improvements; and
- C. Up to \$650,000 from 2023 Road Work – Other, Meade Road line item for road improvements.

2. The Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision; and further declares that this appropriation shall not become law unless and until the accompanying Forty-third Amendment to the SPLOST Project Timeline is also approved.

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

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

5. Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed, and this Ordinance shall be in full force and effect from and after its adoption.

6. This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed

into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

[SEAL]

*\\Tc-Storage.Maconbibb.Us\Countyattstorage\ORD MACON-BIBB\2023 Miller Appropriating \$1,250,000 In
SPLOST For Sidewalks And Paving 9-29-23.Docx*



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO \$9,353,000.00 IN AMERICAN RESCUE PLAN ACT FUNDS FOR THE PURPOSE OF FUNDING VARIOUS PROJECTS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT AND THE FINAL RULE CONCERNING THE EXPENDITURE OF LOCAL GOVERNMENT ASSISTANCE FUNDS UNDER THE AMERICAN RESCUE PLAN ACT; AND FOR OTHER LAWFUL PURPOSES.

***Purpose:** To appropriate \$9,353,000.00 in ARPA funds to be used for the purpose of funding authorized projects to be completed by Macon-Bibb County, Communities in Schools, and for other authorized expenditures.*

WHEREAS, Macon-Bibb County recorded its first case of the disease caused by the 2019 Novel Coronavirus SARS-CoV-2, COVID-19, on March 16, 2020; and

WHEREAS, COVID-19 became a global pandemic that caused dramatic changes to daily lives and operations worldwide throughout 2020, 2021, and into 2022; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act of 2021 (“ARPA”) into law as Public Law 117-2; and

WHEREAS, in addition to a variety of targeted economic stimulus and recovery appropriations, Section 9901 of the ARPA amended Title VI of the Social Security Act, 42 U.S.C. § 803, to appropriate \$130.2 Billion in direct payments to local city and county governments; and

WHEREAS, the United States Treasury Department has calculated that the direct payment allocation to Macon-Bibb County should be \$29,749,340.00 in county funding,¹ and

¹ See, United States Treasury Department Table, *available at* https://home.treasury.gov/system/files/136/fiscalrecoveryfunds_countyfunding_2021.05.10-1a-508A.pdf (last accessed May 27, 2022).

\$46,115,570.00 in metropolitan city funding,² for a total anticipated allocation of \$75,864,910.00; and

WHEREAS, the United States Treasury Department has indicated that Macon-Bibb County will receive these ARPA funds in two tranches of 50% each, with one paid in 2021, and the other approximately twelve months later in 2022; and

WHEREAS, the Macon-Bibb County government has received both tranches of approximately \$75.8 Million in ARPA local government assistance funding; and

WHEREAS, on April 1, 2022, the Treasury Department made effective the Final Rule concerning the expenditure of local government assistance funds under the ARPA, which rule is implemented in Part 35 of Title 31 of the Code of Federal Regulations; and

WHEREAS, the Final Rule provides that the money received by local governments may be spent on certain enumerated items in response to the COVID-19 public health emergency and the negative economic impacts thereof; and

WHEREAS, the appropriations authorized by this Ordinance will be utilized to support various programs across Macon-Bibb County offering the aforementioned services; and

WHEREAS, the Macon-Bibb County Commission finds that the appropriations authorized by this ordinance are allowable under the ARPA and the Final Rule and finds that this ordinance is an effective use of ARPA funds to address one or more components of the COVID-19 public health emergency and its economic impact on Macon-Bibb County; and

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

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

Section 1.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$353,000.00 from American Rescue Plan Act funds in accordance with the regulations issued by the United States Department of Treasury, to be used to provide funding to

² See, United States Treasury Department Allocation for metropolitan Cities Table, *available at* <https://home.treasury.gov/system/files/136/fiscalrecoveryfunds-metrocitiesfunding1-508A.pdf> (last accessed May 27, 2022).

Communities in Schools of Central Georgia, Inc. as aid to impacted households addressing educational disparities.

Section 2.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$1,000,000.00 from American Rescue Plan Act funds in accordance with the regulations issued by the United States Department of Treasury, to be used to provide funding to Atrium Health Navicent for health initiatives including indigent care and trauma care.

Section 3.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$1,000,000.00 from American Rescue Plan Act funds in accordance with the regulations issued by the United States Department of Treasury, to be used to provide funding to the Middle Georgia Regional Airport to provide for a Minimum Revenue Guarantee (“MRG”) to attract additional carriers to serve the Middle Georgia Regional Airport or to support additional routes from the Middle Georgia Regional Airport.

Section 4.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$1,000,000.00 from American Rescue Plan Act funds in accordance with the regulations issued by the United States Department of Treasury, to be used for the provision of community violence interruption services.

Section 5.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$3,000,000.00 from American Rescue Plan Act funds in accordance with the regulations issued by the United States Department of Treasury, to be used to provide funding to Visit Macon, Inc. as aid to the tourism industry.

Section 6.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$3,000,000.00 from American Rescue Plan Act funds in accordance with the regulations issued by the United States Department of Treasury, to the Blight Elimination Revolving Loan Fund established under Section 6-84 of the Macon-Bibb County Code of Ordinances, to be used for the purpose of demolishing blighted and dangerous structures, and

clearing and acquiring such lots so as to transfer the lots to the Macon-Bibb County Land Bank Authority for sale to a developer to build quality affordable housing..

Section 7.

The Macon-Bibb County Commission does hereby authorize the Mayor to enter into agreements with the organizations receiving funds appropriated by this Ordinance establishing the terms and conditions of the use of the American Rescue Plan Act funds, in a form to be approved by the County Attorney's Office.

Section 8.

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

Section 9.

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 Ordinance and are hereby incorporated by reference into this provision.

Section 10.

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or

unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 11.

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

Section 12.

Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed.

Section 13.

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

Section 14.

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

(SIGNATURES ON FOLLOWING PAGE)

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

[SEAL]



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH THE STEP AFTER - EVIDENCE BASED PROGRAMMING, LLC, TO PROVIDE AN ADDITIONAL 12-MONTHS OF COUNSELING SESSIONS TO PARTICIPANTS ON SWIFT CERTAIN & FAIR DOMESTIC VIOLENCE PROBATION WHO HAVE BEEN EVALUATED FOR PLACEMENT IN MORAL RECONATION THERAPY®, WITH FUNDS FROM THE SWIFT CERTAIN & FAIR SUPERVISION GRANT, AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County applied for and received funds from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Innovative Responses to Behavior in the Community: Swift, Certain, and Fair Supervision Grant (“BJA Grant”); and

WHEREAS, this grant funds the State Court of Macon-Bibb County Swift Certain & Fair Domestic Violence Probation program (“SCF Probation”) to provide accountability through legal sanctions, intensive supervision, and treatment to reduce recidivism and provide lasting change in the individual; and

WHEREAS, The Step After – Evidence Based Programming, LLC (“Step After”) was selected to provide counseling services to SCF Probation participants who have been evaluated for placement in Moral Reconation Therapy® (“MRT”); and

WHEREAS, Step After entered into a Professional Services Agreement with Macon-Bibb County to provide the above-described counseling services; and

WHEREAS, the prior Professional Services Agreement between Macon-Bibb County and Step After was amended on May 26, 2021, to provide for additional counseling sessions and

classes for program participants; and

WHEREAS, Macon-Bibb County and Contractor desire to renew the expired Professional Services Agreement to provide an additional 12-months of counseling services; and

WHEREAS, Contractor shall receive ONE HUNDRED TWENTY-FIVE AND 00/100 CENTS (\$125.00) per session, per class, not to exceed SIX classes per week; and

WHEREAS, the Macon-Bibb County Commission finds that Resolution will benefit and promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an amendment renewing the professional services agreement between Macon-Bibb County and The Step After – Evidence Based Programming, LLC, for an additional 12-month term, with funding provided by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Innovative Responses to Behavior in the Community: Swift, Certain, and Fair Supervision Grant in the amount of ONE HUNDRED TWENTY-FIVE DOLLARS AND 00/100 CENTS (\$125.00) per session per class, not to exceed SIX (6) classes per week, in substantially the same form as attached hereto as Exhibit “A”.

BE IT FURTHER RESOLVED that 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 attached hereto after the adoption hereof, the Commission authorizes and directs that each such scrivener’s error shall be corrected in all multiple counterparts of this Resolution.

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

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

[SIGNATURES TO FOLLOW]

APPROVED AND ADOPTED this _____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

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

EXHIBIT A

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND STEP AFTER-EVIDENCE BASED PROGRAMMING, LLC.

THIS AMENDMENT to the Professional Services Agreement entered into between Macon-Bibb County, Georgia and Step After-Evidence Based Programming, LLC, dated May 14, 2021, is made this ____ day of _____, 2023, by and between the Macon-Bibb County, a political subdivision of the State of Georgia, (“**County**”), and Step After-Evidence Based Programming, (“**Contractor**”), collectively the Parties (“**Parties**”).

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

- I. The Parties agree that the terms of the May 14, 2021, Agreement and any and all prior Amendments shall remain in full force and effect for an additional 12-month term, which shall become effective October 1, 2023. This Renewal Amendment shall remain in full force and effect until September 30, 2024.
- II. All provisions of the May 14th, 2021, Professional Services Agreement, and any and all subsequent Amendments thereto, not in conflict with the provisions of this Amendment shall remain in full force and effect and are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first above written.

MACON-BIBB COUNTY:

By: _____
Lester M. Miller, Mayor Date _____

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

Step After-Evidence Based Programming, LLC.,

By: _____
_____(Name/Title) Date _____

Attest: _____
_____(Name/Title) Date _____



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE SOUTHERN CENTER FOR CHOICE THEORY, LLC, TO PROVIDE FOR AN ADDITIONAL 12-MONTH TERM FOR COUNSELING SESSIONS TO PARTICIPANTS ON SWIFT CERTAIN & FAIR DOMESTIC VIOLENCE PROBATION WHO HAVE BEEN EVALUATED FOR PLACEMENT IN THE FAMILY VIOLENCE INTERVENTION PROGRAM, WITH FUNDS FROM THE SWIFT CERTAIN & FAIR SUPERVISION GRANT, AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County applied for and received funds from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Innovative Responses to Behavior in the Community: Swift, Certain, and Fair Supervision Grant (“BJA Grant”); and

WHEREAS, this grant is used to fund the State Court of Macon-Bibb County Swift Certain & Fair Domestic Violence Probation program (“SCF Probation”) to provide accountability through legal sanctions, intensive supervision, and treatment to reduce recidivism and provide lasting change in the individual; and

WHEREAS, Macon-Bibb County entered into a professional services agreement with The Southern Center for Choice Theory, LLC (“Southern Center”) to provide counseling services to SCF Probation participants who have been evaluated for placement in the Family Violence Intervention Program (“FVIP”); and

WHEREAS, Macon-Bibb County and Southern Center desire to renew the professional services agreement to provide for an additional 12-month term; and

WHEREAS, Contractor shall receive FIFTEEN DOLLARS AND 00/100 CENTS

(\$15.00) per session, not to exceed THREE HUNDRED EIGHTY DOLLARS AND 00/100 CENTS (\$380.00) per participant, in addition to a one-time fee of TWENTY DOLLARS AND 00/100 CENTS (\$20.00) per participant which shall cover the course registration fee required by and payable to the Georgia Commission on Domestic Violence; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution necessary to protect or promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an amendment to the professional services agreement between Macon-Bibb County and The Southern Center for Choice Theory, LLC, to provide for one (1) additional 12-month term, with funding provided by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Innovative Responses to Behavior in the Community: Swift, Certain, and Fair Supervision Grant in the amount of FIFTEEN DOLLARS AND 00/100 CENTS (\$15.00) per session, not to exceed THREE HUNDRED EIGHTY DOLLARS AND 00/100 CENTS (\$380.00) per participant, in addition to a one-time fee of TWENTY DOLLARS AND 00/100 CENTS (\$20.00) per participant which shall cover the course registration fee required by and payable to the Georgia Commission on Domestic Violence, in substantially the same form as attached hereto as Exhibit "A".

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an

ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

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

BE IT FURTHER RESOLVED 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 _____, 2023.

By: _____
LESTER M. MILLER, Mayor

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

EXHIBIT “A”

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORIGIA
AND THE SOUTHERN CENTER FOR CHOICE THEORY, LLC.

THIS AMENDMENT to the Professional Services Agreement entered into between Macon-Bibb County, Georgia and The Southern Center for Choice Theory, LLC, dated May 12, 2021, is made this ____ day of _____, 2023, by and between the Macon-Bibb County, a political subdivision of the State of Georgia, (“**County**”), and The Southern Center for Choice Theory, LLC, (“**Contractor**”), collectively the Parties (“**Parties**”).

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

I. The Parties agree that the terms of the May 12, 2021, Agreement and any and all prior Amendments shall remain in full force and effect for an additional 12-month term, which shall become effective October 1, 2023. This Renewal Amendment shall remain in full force and effect until September 30, 2024.

II. All provisions of the May 12, 2021, Professional Services Agreement, and any and all subsequent Amendments thereto, not in conflict with the provisions of this Amendment shall remain in full force and effect and are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first above written.

MACON-BIBB COUNTY:

By: _____
Lester M. Miller, Mayor Date

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

The Southern Center for Choice Theory, LLC:

By: _____
_____(Name/Title) Date

Attest: _____
_____(Name/Title) Date



LEGISLATIVE SPONSORS

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| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH S&K PROFESSIONALS LIMITED LIABILITY COMPANY FOR AN ADDITIONAL 12-MONTH TERM, TO PROVIDE INDIVIDUAL COUNSELING SERVICES TO PARTICIPANTS ON SWIFT CERTAIN & FAIR DOMESTIC VIOLENCE PROBATION, WITH FUNDS FROM THE SWIFT CERTAIN & FAIR SUPERVISION GRANT, AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County applied for and received funds from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Innovative Responses to Behavior in the Community: Swift, Certain, and Fair Supervision Grant (“BJA Grant”); and

WHEREAS, this grant will be used to fund the State Court of Macon-Bibb County Swift Certain & Fair Domestic Violence Probation program (“SCF Probation”) to provide accountability through legal sanctions, intensive supervision, and treatment to reduce recidivism and provide lasting change in the individual; and

WHEREAS, S&K Professionals Limited Liability Company (“S&K Professionals”) Was selected to provide individual counseling services to participants to improve communication skills, conflict management, and shared decision-making; and

WHEREAS, Step After entered into a Professional Services Agreement with Macon-Bibb County to provide the above-described services; and

WHEREAS, Macon-Bibb County and S&K Professionals desire to renew the expired Professional Services Agreement to provide an additional 12-months of counseling services; and

WHEREAS, S&K Professionals shall receive FORTY DOLLARS AND 00/100 CENTS (\$40.00) per individual counseling session, not to exceed THREE HUNDRED TWENTY DOLLARS AND 0/100 CENTS (\$320.00) per participant for all services provided over the contract

term; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution will benefit and promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an amendment renewing the professional services agreement between Macon-Bibb County and S&K Professionals Limited Liability Company, with funding provided by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Innovative Responses to Behavior in the Community: Swift, Certain, and Fair Supervision Grant in the amount of FORTY DOLLARS AND 00/100 CENTS (\$40.00) per individual counseling session, not to exceed THREE HUNDRED TWENTY DOLLARS AND 00/100 CENTS (\$320.00) per participant for all services provided over the contract term, in substantially the same form as attached hereto as Exhibit "A".

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

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

BE IT FURTHER RESOLVED 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 _____, 2023.

By: _____
LESTER M. MILLER, Mayor

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

EXHIBIT A

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND S&K PROFESSIONALS LIMITED LIABILITY COMPANY.

THIS AMENDMENT to the Professional Services Agreement entered into between Macon-Bibb County, Georgia and S&K Professionals Limited Liability Company, dated May 6, 2021, is made this ____ day of _____, 2023, by and between the Macon-Bibb County, a political subdivision of the State of Georgia, (“**County**”), and S&K Professionals, Limited Liability Company, (“**Contractor**”), collectively the Parties (“**Parties**”).

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

I. The Parties agree that the terms of the May 6, 2021, Agreement and any and all prior Amendments shall remain in full force and effect for an additional 12-month term, which shall become effective October 1, 2023. This Renewal Amendment shall remain in full force and effect until September 30, 2024.

II. All provisions of the May 6, 2021, Professional Services Agreement, and any and all subsequent Amendments thereto, not in conflict with the provisions of this Amendment shall remain in full force and effect and are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first above written.

MACON-BIBB COUNTY:

By: _____
Lester M. Miller, Mayor Date _____

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

S&K Professionals Limited Liability Company:

By: _____
_____(Name/Title) Date _____

Attest: _____
_____(Name/Title) Date _____



LEGISLATIVE SPONSORS

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|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO APPLY FOR A 2024 LOCAL MAINTENANCE AND IMPROVEMENT GRANT (“LMIG”) IN THE AMOUNT OF \$2,348,646.26; AUTHORIZING THE ACCEPTANCE OF SAID FUNDS AND APPROPRIATING FUNDS FOR THE REQUIRED 30% LOCAL MATCH IN THE AMOUNT OF \$704,593.88, TO BE PAID FROM 2018 SPLOST REVENUES, CY 2024 ROADS AND BRIDGES – LMIG LINE ITEM SHOULD SAID APPLICATION BE APPROVED; IDENTIFYING THE LIST OF ROAD PROJECTS TO BE FUNDED THEREBY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Local Maintenance Improvement Grant (hereinafter referred to as “LMIG”) Program is a State allocated program funded by the State Motor Fuel Tax Collections that provides funding to local governments to be used for improving and maintaining public roads; and

WHEREAS, a local government must submit a qualifying project list that outlines the public roads and maintenance work to be completed with the requested funds; and

WHEREAS, eligible projects and costs that can be funded using LMIG include preliminary engineering, construction, utility adjustments, patching, leveling, resurfacing, grading, drainage, replacing storm drainpipe, intersection improvements, turn lanes, bridge repair, sidewalks adjacent to a public roadway or street, roadway signs, guardrails, and signal installation/improvement; and

WHEREAS, projects which are not eligible to be completed with LMIG funds include off system right-of-way acquisitions, street lighting, beautification and streetscapes, walking trails, landscaping, and administrative services; and

WHEREAS, LMIG requires the local government receiving funds to contribute local funds in order to receive the grant; and

WHEREAS, the funding required by the local government is calculated using a formula that is contingent upon the population of the area; and

WHEREAS, the matching portion required from Macon-Bibb County has been calculated to be thirty percent (30%) of the funds being provided under the 2024 LMIG; and

WHEREAS, within its territorial limits, Macon-Bibb County contains an estimated 1,138 miles of roadway that citizens and visitors travel daily; and

WHEREAS, Macon-Bibb County has contracted with RoadBotics to provide evaluation of the repaving needs of Macon-Bibb County roadways; and

WHEREAS, the RoadBotics system evaluates roadways and assigns a value based on the degree of damage to said roadway, with 1 being the least in need of repair and 5 being in most need of repair; and

WHEREAS, the County Engineer has provided a list of projects consisting of roadways that RoadBotics has rated between 3.5 and 5.0, that will be completed with 2024 LMIG funds upon approval of this Resolution, attached hereto as Exhibit A; and

WHEREAS, in the event that the County receives bids below the estimated costs for the “Main Streets” items listed in Exhibit A, such that additional LMIG funds received from the State of Georgia remain unobligated after contracting for the completion of all “Main Streets” items listed in Exhibit A, then the County may provide for the completion of road projects on the “Additive Streets” items list as well, selecting projects in the order listed, to the extent that funding is available; and

WHEREAS, to ensure that the Macon-Bibb County roads are maintained in a safe and appropriate manner, the Macon-Bibb County Commission desire to authorize the Mayor and necessary County departments to apply for the 2024 LMIG and to appropriate the necessary funds to provide for the identified paving projects; and

WHEREAS, the State of Georgia will provide TWO MILLION, THREE HUNDRED FORTY-EIGHT THOUSAND, SIX HUNDRED FORTY-SIX DOLLARS AND TWENTY-SIX CENTS (\$2,348,646.26) while Macon-Bibb County will be responsible for providing a thirty percent (30%) match in the estimated amount of SEVEN HUNDRED FOUR THOUSAND, FIVE HUNDRED NINETY-THREE DOLLARS AND EIGHTY-EIGHT CENTS (\$704,593.88), with all matching costs and additional funding to be paid by 2018 SPLOST revenues as such become available, for a combined estimated funding amount of THREE MILLION, FIFTY-THREE THOUSAND, TWO HUNDRED FORTY DOLLARS AND FOURTEEN CENTS (\$3,053,240.14); and

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

Section 1.

The Mayor is hereby authorized to execute an application with the Georgia Department of Transportation for the purpose of applying for state allocated funds to be used for the paving and maintenance of public roads under the 2023 Local Maintenance and Improvement Grant Program.

Section 2.

The County is hereby authorized to accept said funds and to contribute the required local match of thirty percent (30%), in the estimated amount of SEVEN HUNDRED FOUR THOUSAND, FIVE HUNDRED NINETY-THREE DOLLARS AND EIGHTY-EIGHT CENTS (\$704,593.88), for the purpose of completing the list of road projects denoted as “Main Streets” on the attached Exhibit “A”, at an estimated cost of THREE MILLION, FIFTY-THREE THOUSAND, TWO HUNDRED FORTY DOLLARS AND FOURTEEN CENTS (\$3,053,240.14), with matching funds to be paid from 2018 SPLOST revenues – CY 2024 Roads and Bridges – LMIG line, and such funds are hereby appropriated upon approval of such application by the State of Georgia, for the purposes set forth herein.

Section 3.

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

Section 4.

- (a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.
- (b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5.

In the event scrivener’s errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener’s error shall be corrected in all multiple counterparts of this Ordinance.

Section 6.

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

Section 7.

Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed, and this Ordinance shall be in full force and effect from and after its adoption.

Section 8.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST: _____

JANICE S. ROSS, CLERK OF COMMISSION

[SEAL]

EXHIBIT “A”

2024 LMIG (\$2,500,000) Roads Paving List, Area and Cost Worksheet

Revised 9/14/23

Road Name	From	To	Length (Miles)	*Est Cost	District	Roadbotics Rating	Fund Source	Pavement Width (Feet)		
Gledhill Street	Bailey Avenue	Berkner Avenue	0.20	\$77,981	5	4.00	2024 LMIG	22		
Winifred Way	Burton Avenue	Berkner Avenue	0.24	\$93,577	5	3.89	2024 LMIG	26		
Churchill Street	Bailey Avenue	Willow Lane	0.08	\$31,192	5	3.92	2024 LMIG	22		
Florence Avenue	St.Claire Street	Atherton Street	0.07	\$27,293	5	3.70	2024 LMIG	22		\$230,044
Thomas Street	Houston Avenue	Broadway	0.32	\$124,770	7	4.00	2024 LMIG	24		
Putnam Street	Houston Avenue	Mikado Avenue	0.28	\$109,173	7	3.90	2024 LMIG	24		
Mikado Avenue	Putnam Street	Toombs Street	0.18	\$70,183	7	3.90	2024 LMIG	24		\$304,126
Hillcrest Avenue	Hillcrest Road	Carroll Avenue	0.32	\$124,770	5	4.00	2024 LMIG	32		
Greenview Avenue	Hillcrest Avenue	Dead End	0.04	\$15,596	5	3.84	2024 LMIG	16		
Austin Avenue	Austin Place	Mary Drive	0.16	\$62,385	5	4.00	2024 LMIG	22		
Shaw Drive	Mary Drive	Austin Avenue	0.18	\$70,183	5	3.77	2024 LMIG	22		\$272,934
Conway Dr	Senora Pl	Dead End	0.04	\$14,564	1	4.14	2024 LMIG			197.22
Conway Dr	Senora Pl	Wera Pl	0.04	\$13,661	1	3.90	2024 LMIG			185
Sheraton Dr	Inwood Dr	Dead End	0.28	\$110,843	2	4.14	2024 LMIG			1501.01
Fulton Mill Rd	Dixon Rd	Split	0.07	\$28,864	6	4.10	2024 LMIG			390.87
Maple St	Jassamine St	Violet St	0.04	\$16,928	8	4.09	2024 LMIG			229.24
Violet St	Pine Ave	Walnut Ave	0.05	\$18,843	8	4.00	2024 LMIG			255.17
Pine Ave	Violet St	Rose St	0.04	\$17,213	8	4.00	2024 LMIG			233.1
Pine Ave	Rose St	School D/W	0.01	\$3,914	8	4.00	2024 LMIG			53
Barrington Hall Dr	Sandgables Ct	Laurel Pl	0.09	\$36,489	4	4.06	2024 LMIG			494.12
Barrington Hall Dr	Laurel PL	Simarron Ct	0.09	\$33,304	4	3.82	2024 LMIG			451
Creekwood Dr	Meriwood Dr	Dead End	0.11	\$44,172	3	4.06	2024 LMIG			598.16
Meriwood Dr	Meriwood Dr	Meriwood Dr	0.29	\$112,688	3	3.77	2024 LMIG			1526
Riggins Mill Rd	Augusta Ave	RYDC	0.06	\$22,449	3	4.06	2024 LMIG			304
Riggins Mill Rd	Brunswick Ave	Augusta Ave	0.09	\$36,557	3	4.02	2024 LMIG			495.05
Riggins Mill Rd	RYDC	Herbert Smart Airport Rd	0.12	\$47,114	3	3.89	2024 LMIG			638
Riggins Mill Rd	Brunswick Ave	Cordele Ave	0.10	\$37,366	3	3.74	2024 LMIG			506
Hillcrest Ave	Ernest St	Hillcrest Industrial Blvd	0.04	\$16,216	5	4.05	2024 LMIG			219.59
Hillcrest Ave	Napier Ave	McKenzie Dr	0.04	\$15,655	5	4.00	2024 LMIG			212
Hillcrest Ave	Hillcrest Blvd	Mary Dr	0.21	\$80,566	5	3.79	2024 LMIG			1091
New Clinton Rd	Millersfield Dr	Washburn St	0.04	\$16,246	3	4.05	2024 LMIG			220
Chappell St	Cynthia Ave	Broadway	0.09	\$33,790	2	4.04	2024 LMIG			457.57
Giles St	Third St	Third St	0.01	\$2,653	2	4.00	2024 LMIG			35.92
Cason St	Spikes St	Dead End	0.04	\$15,212	2	4.00	2024 LMIG			206
Cherry St	Third St Outbound	Third St Inbound	0.02	\$7,237	2	4.00	2024 LMIG			98
Churchill St	Ernest St	Bankston Ave	0.04	\$14,252	5	4.00	2024 LMIG			193
Churchill St	Bankston Ave	Buenavista Dr	0.06	\$22,080	5	4.00	2024 LMIG			299
Churchill St	Helon St	Ernest St	0.04	\$14,695	5	4.00	2024 LMIG			199
Churchill St	Brentwood Ave	Buenavista Dr	0.13	\$52,504	5	3.97	2024 LMIG			711
Churchill St	Helon St	Bailey Ave	0.08	\$31,532	5	3.88	2024 LMIG			427
Churchill St	Bailey Ave	Willow Ln	0.08	\$30,129	5	3.92	2024 LMIG			408
Sharon Dr	Hallwood Cir	Mimosa Dr	0.04	\$14,252	5	4.00	2024 LMIG			193
Sharon Dr	Mimosa Dr	Burton Ave	0.07	\$27,692	5	3.75	2024 LMIG			375
Sharon Dr	Hallwood Cir	Hallwood Cir	0.14	\$54,203	5	3.98	2024 LMIG			734
Sharon Dr	Hallwood Cir	Edna Place Rd	0.06	\$23,040	5	3.71	2024 LMIG			312
Sharon Dr	Macon Ave	Radio Dr	0.08	\$29,538	5	3.68	2024 LMIG			400

Sharon Dr	Radio Dr	Bailey Ave	0.26	\$101,464	5	3.82	2024 LMIG		1374	\$415,382
Elkan Ave	Greenleaf Dr	Hillside Dr	0.06	\$21,784	7	4.00	2024 LMIG		295	
Greenleaf Dr	Elkan Ave	S Groveland Cir	0.05	\$18,978	7	4.00	2024 LMIG		257	
Greenleaf Dr	Pinedale Dr	Elkan Ave	0.06	\$22,449	7	4.00	2024 LMIG		304	\$133,513
Groveland Cirle N	Greenleaf Dr	Druid Pl	0.08	\$31,237	7	3.90	2024 LMIG		423	
Groveland Cirle S	Greenleaf Dr	Druid Pl	0.10	\$39,064	7	3.90	2024 LMIG		529	
Gadson Dr	John Kennedy Dr	John Kennedy Dr	0.06	\$21,932	9	4.00	2024 LMIG		297	
Gadson Dr	John Kennedy Dr	Vinson Robeson	0.11	\$42,166	9	3.87	2024 LMIG		571	
India Ave	Ballard Dr	Ballard Dr	0.01	\$4,431	8	4.00	2024 LMIG		60	\$27,028
India Ave	Ballard Dr	Ballard Pl	0.06	\$22,597	8	3.89	2024 LMIG		306	
Melvin Pl	Trammell Ave	Roy Ave	0.08	\$32,566	2	4.00	2024 LMIG		441	
Melvin Pl	Roy Ave	Dorothy Ave	0.08	\$32,418	2	3.80	2024 LMIG		439	\$97,919
Melvin Pl	Dorothy	San Carlos Dr	0.08	\$32,935	2	3.82	2024 LMIG		446	
North Haven Dr	Primrose Walk	N Haven Way	0.04	\$16,246	1	4.00	2024 LMIG		220	
							2024 LMIG			\$16,246
Winston Dr	Westbury Dr	Greenwich Pl	0.16	\$60,977	8	4.22	2024 LMIG		825.73	
Winston Dr	Berkshire Dr	Westbury Dr	0.06	\$22,625	8	4.03	2024 LMIG		306.38	
Winston Dr	Greenwich Pl	Berkshire Dr	0.16	\$60,480	8	3.96	2024 LMIG		819	\$156,266
Berkshire Dr	Winston Dr	Dead End	0.03	\$12,185	8	3.91	2024 LMIG		165	
Queens Drive	Masseyville Road	Kings Park Circle	0.11	\$42,890	3	3.95	2024 LMIG	26		
Rhonda Drive	Nowell Drive	Regina Drive	0.09	\$35,091	7	3.95	2024 LMIG	18		\$35,091
Lindy Coley Road	David Coley Road	Cul-De-Sac	0.04	\$15,596	7	3.95	2024 LMIG	22		\$31,192
David Coley Road	Lindy Coley Road	Cul-De-Sac	0.04	\$15,596	7	3.81	2024 LMIG	22		
Glen Hill Court	Forest Hill Road	Cul-De-Sac	0.08	\$31,192	1	4.09	2024 LMIG			
Turpin Street	9th Street	RR Track	0.06	\$23,394	2	3.90	2024 LMIG	22		\$31,192
Bay Street	7th Street	6 th Street	0.15	\$58,486	2	3.90	2024 LMIG	20		
Toombs St	Holloway St	Dead End	0.03	\$11,697	2	4.00	2024 LMIG			
Liberty Church Road	Vinson Road	White Pine Drive	0.17	\$66,284	7	3.90	2024 LMIG			\$66,284
Bobby Court	Cul-De-Sac	Cul-De-Sac	0.12	\$46,789	7	3.60	2024 LMIG			\$46,789
Bobby Drive	Hartley Bridge Road	Bobby Court	0.08	\$31,192	7	3.80	2024 LMIG			\$46,789
Tiffin Court	Tiffin Circle	Cul-De-Sac	0.04	\$15,596	1	4.35	2024 LMIG			\$31,192
North Pine Knoll Cour	North Pine Knoll Drive	Cul-De-Sac	0.04	\$15,596	1	4.34	2024 LMIG			
Chadwick Court	Chadwick Drive	Cul-De-Sac	0.09	\$35,091	1	4.32	2024 LMIG			
Chadwick Trail	Bowman Road	Chadwick Drive	0.15	\$58,486	1	4.10	2024 LMIG			
Eastwick Court	Chadwick Drive	Cul-De-Sac	0.07	\$27,293	1	3.80	2024 LMIG			
Eastwick Place	Chadwick Drive	Cul-De-Sac	0.12	\$46,789	1	3.82	2024 LMIG			

		\$0	
	Total =	<u>7.89</u>	<u>\$3,077,157.58</u>
* Estimate Based on C	\$389,905		3.95

Paving Budget = \$3,053,240

Difference = (\$23,917.44) 100.78%

GDOT LMIG Allotment = \$2,348,646.26

MBC SPLOST Match Requirement (30%) =	\$704,593.88
LMIG Required Spending (LMIG + SPLOST) =	\$3,053,240.14
Project Estimated Costs =	<u>\$0.00</u>
Difference =	\$3,053,240.14



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A FY2023 HOMELAND SECURITY GRANT FROM THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY (GEMA/HS) IN THE AMOUNT OF \$10,000.00, WITH NO LOCAL MATCH REQUIRED, TO BE USED BY THE MACON-BIBB COUNTY FIRE DEPARTMENT FOR PERSONAL PROTECTIVE EQUIPMENT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Fire Department has been awarded a FY2023 Homeland Security Grant from the Georgia Emergency Management and Homeland Security Agency in the amount of \$10,000.00, with no local match required; and

WHEREAS, the Macon-Bibb County Fire Department will utilize the funds to purchase Level A Front Entry Hazmat Suits; and

WHEREAS, a copy of the grant award letter and the grant terms and conditions are attached hereto and are incorporated herein; and

WHEREAS, the Macon-Bibb County Commission desires to accept the grant funds on behalf of the Fire Department for the stated purpose; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission hereby authorizes the acceptance of the FY2023 Homeland Security Grant awarded to the Macon-Bibb County Fire Department in the amount of TEN THOUSAND DOLLARS AND 00/100

CENTS (\$10,000.00) from the Georgia Emergency Management and Homeland Security Agency to purchase protective equipment, by signing the grant acceptance forms as provided in Exhibit A.

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

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

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

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

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

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

(SIGNATURES ON THE FOLLOWING PAGE)

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____

LESTER M. MILLER, Mayor

Attest: _____

(SEAL)

JANICE S. ROSS, Clerk of Commission

*Q:\RES MACON-BIBB\2023 Miller Accepting GEMA HS Grant For MBC Fire Department
\$10000.00.Docx*

EXHIBIT A



**FISCAL YEAR 2023
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN
THE STATE OF
GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

Macon-Bibb Fire Department

GRANT NO: 30

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2023 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$10,000.00 to Macon-Bibb Fire Department, as Subrecipient, in accordance with the Fiscal Year 2023 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James C. Stallings, Authorized Recipient Official**. The State has designated **Linda Criblez** as the **Program Manager** of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

After all approved items on the approved Budget have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient and de-obligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2023, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later and shall continue through September 30, 2025. No modifications to the Budget can be made after the termination date, September 30, 2025 or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is effective. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in EM Grants Manager before the end date of this Agreement. Extensions should be requested 30 days before the end of this agreement, but no longer than 30 days after the end date.

Caveat: DHS/FEMA has reserved the right to change the FY23 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY23 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

- | | |
|-----------|---|
| Exhibit A | Standard Assurances - Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
(COMPLETE, SIGN, AND RETURN With AGREEMENT) |
| Exhibit B | National Incident Management System (NIMS) Compliance Form
(COMPLETE, SIGN, AND RETURN With AGREEMENT) |
| Exhibit C | Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
(COMPLETE, SIGN, AND RETURN With AGREEMENT) |
| Exhibit E | Tangible Property Report
(KEEP FOR REFERENCE) |
| Exhibit F | Department of Homeland Security, HSGP, Grant Agreement Number <u>EMW-2023-SS-00099</u> , Agreement Articles (KEEP FOR REFERENCE) |
| Exhibit G | Approved Budget Cost Line(s) (LOCATED IN EM GRANTS MANAGER) |
| Exhibit H | DHS/FEMA Fiscal Year 2023 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at: |

<https://www.fema.gov/grants/preparedness/homeland-security/fy-22-nofo>

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

- A. Purchasing:** Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>
- B. Payment Requests:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form and provide any other documentation or information requested by GEMA/HS. If the Acknowledgment Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Progress Reports in the EM Grants Manager System in a timely manner according to the guidelines in the section below.
- D. Quarterly Progress Report (PROGRESS REPORT):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.
- E. The following reporting periods and due dates apply:**

• First Quarter	October 1 - December 31	Due January 31
• Second Quarter	January 1- March 31	Due April 30
• Third Quarter	April 1 - June 30	Due July 31
• Fourth Quarter	July 1 - September 30	Due October 31

FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS
WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE
PROGRESS REPORT IS RECEIVED.

- F. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND

PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at <http://www.ecfr.gov/>.

A. Administrative Requirements

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. Organizational Audit Requirements: The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at <https://www.gao.gov/>, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

- D. Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. The Build America, Buy America Act (BABAA):** Subrecipient agrees to only use iron, steel, manufactured products, and construction materials produced in the United States for all infrastructure projects. The Act requires the following “Buy America” preference:
1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- Additional information regarding the BABAA requirements can be found at <https://www.fema.gov/grants/policy-guidance/buy-america#interpretation>
- F. Unique Entity Identifier (UEI) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the UEI number for the prospective Subrecipient.
- G. Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.
- H. Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2023 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
- I. Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient

under this Agreement.

National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit H), including without limitation, adoption, and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

<https://www.fema.gov/resource-management-mutual-aid>

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>

2. In order to assure compliance with NIMS requirements, all terms, and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.
3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>.
 - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate the performance of critical tasks required to respond to the exercise scenario.
 - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/about>, and must be preapproved by the GEMA/HS Exercise Program Manager.
 - c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY23 HSGP DHS/FEMA NOFO (Exhibit H).
 - d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at <https://www.fema.gov/emergency-managers/nims>.
5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of \$30,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 - 1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.
- 1. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf> and www.fsrs.gov.

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2023 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of the State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2023 HSGP DHS/FEMA NOFO (Exhibit H), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2023 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2023 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the **Georgia Bureau of Investigations and GEMA/HS** paging system whenever

responding outside of its jurisdiction.

- F.** The Subrecipient will maintain an inventory of all grant-funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as the equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. There must be a decal on all equipment funded by GEMA/HS which states “Funded by GEMA/HS”. The decal will be provided. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide approval or other instructions for disposal to the Subrecipient.
- G.** Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non- federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.
- H.** The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- I.** Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- J.** Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through a competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- K.** Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into a non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.
- L.** The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- M.** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- N.** No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- O.** If the Subrecipient is found to be in violation of any of the conditions of this agreement, including

any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

- P.** The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

- 1.** The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws, and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.
- 2.** The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground-disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
- 3.** The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY23 NOFO (Exhibit H) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available at <https://www.fema.gov/grants/preparedness/about/informational-bulletins>.

- R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/frts/>
- S. The Subrecipient agrees that funds from the FY 2023 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit H) and with FEMA's Information Bulletins 281 and 288. Specifically, without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:
 - 1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>.
 - 2. To use such funds to support the achievement of baseline levels of capability as defined in the fusion capability planning tool.
 - 3. The Subrecipient shall provide GEMA/HS with a certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 - 4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS/FEMA FY23 NOFO (Exhibit H) and Information Bulletin 288.
 - 5. All Subrecipients leveraging FY 2023 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information-sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN), and comply with 28 CFR 23.
- T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:
 - 1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency that cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.

2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.
- U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.
- V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY23 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

- A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant-funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag, and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without

cost, as directed by GEMA/HS.

C. Convenience: This agreement may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.

D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event, the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and Macon-Bibb Fire Department have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

SUBRECIPIENT

Signature

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

Printed Name and Title of Signatory

09 / 24 / 2023

Date of Signature

_____/_____/_____

Date of Signature

58-6000612

Agency FEID (XX-XXXXXXX)

Agency UEI Number (XXXXXXXXXX)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED	
		September 28, 2023	

NIMS Compliance Form

This NIMS Compliance Form is OPTIONAL for Non-Governmental Agencies

Non-Governmental Subrecipients are not required to meet National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to <http://www.training.fema.gov/nims>. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subrecipient agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management and Homeland Security Agency this NIMS Compliance Form, Exhibit "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed.

Additional NIMS guidance can be found at <http://www.fema.gov/national-incident-management-system>.

RECOMMENDED:

- ☐ **IS-700 (NIMS) An Introduction**
- ☐ **ICS-100: Introduction to the Incident Command System**

RECOMMENDED:

- ☐ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☐ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☐ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☐ Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements.
- ☐ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☐ Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.

RECOMMENDED continued:

- ☐ Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
 - ☐ **IS-800** National Response Framework, An Introduction
 - ☐ **ICS-200** ICS for Single Resources and Initial Action Incidents
 - ☐ **ICS-300** Intermediate ICS for Expanding Incidents
 - ☐ **ICS-400** Advanced ICS for Command and General Staff
 - ☐ **IS-701** NIMS Multiagency Coordination Systems (MACS)
 - ☐ **IS-702** NIMS Public Information Systems
 - ☐ **IS-703** NIMS Resource Management
- ☐ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☐ Participate in an all-hazard exercise program based on NIMS that involves responders from
- ☐ Incorporate corrective actions into preparedness
- ☐ Inventory community response assets to conform
- ☐ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and
- ☐ Apply standardized and consistent terminology, including the establishment of plain English communications standards

Agency

Authorized Signature

Date

Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Check ☐ if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT		PR/AWARD NUMBER AND / OR PROJECT NAME	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
SIGNATURE		DATE	

Project #30: Application - Macon Bibb Hazmat 2023

Routing in Progress: Applicant Award Notification (Step 5 of 7)

Costs

Cost Line Items

- Cost line items should be listed in the order of descending priority, with the most important item first, then second most important item next, and so on.
- Costs must be rounded to the nearest whole dollar amount.
- For Equipment items costing \$5,000 or more each it is required to provide a Tangible Property Report. If applicable, please attach to this application prior to submission.

Classification	Description	Qty	Price	Total
Area				
Equipment	Level A Front Entry			
Type	Hazmat Suits	8	\$ 1,250.00	\$10,000.00
Personal Protective E				
AEL Code (List)				
Application Total				\$10,000.00
Grand Total				\$10,000.00

Funding Sources

Method:	☒ By Percent	☐ By Amount	Funding Source / Other Agency
Estimated Federal Share:	100 %	\$10,000.00	
Total Allocated:	100 %	\$10,000.00	



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A BJA FY23 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FROM THE DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS, IN THE AMOUNT OF \$141,817.00, TO BE USED BY THE BIBB COUNTY SHERIFF'S OFFICE TO EXPAND THE CURRENT CO-RESPONDER PROGRAM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Bibb County Sheriff's Office has been selected to receive a grant from the Department of Justice Office of Justice Programs BJA FY23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, in the amount of \$141,817.00, with no local match required; and

WHEREAS, the Bibb County Sheriff's Office will utilize the funds to expand the current Co-Responder Program with River Edge Behavioral Health; and

WHEREAS, the current program represents a coordinated effort that pairs employees of the Sheriff's Office and River Edge to respond to emergency calls that appear to involve behavioral health or substance abuse events; and

WHEREAS, a copy of the grant award notification and grant conditions has been attached hereto and is incorporated herein as Exhibit A; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Macon-Bibb County Commission does hereby authorize the acceptance of a grant in the amount of ONE HUNDRED FORTY ONE THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS AND 00/100 CENTS

(\$141,817.00) from the Department of Justice Office of Justice Programs, BJA FY23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program to expand the current Co-Responder Program with River Edge Behavioral Health, in substantially the same form as Exhibit A.

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

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

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

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

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

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

(SIGNATURES ON FOLLOWING PAGE)

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2023 Miller Accepting A OJP BJA FY 23 Edward Byrne Memorial Justice Assistance Grant \$141,817.Docx

EXHIBIT A



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	MACON-BIBB COUNTY 700 POPLAR ST
City, State and Zip:	MACON, GA 31201
Recipient UEI:	TVNBHEU6LLY9
Project Title: Co-Responder Program - Community Partnership with River Edge Behavioral Health	Award Number: 15PBJA-23-GG-03343-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$141,817.00	Federal Award Date: 9/26/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/22	Project Period End Date: 9/30/26
Budget Period Start Date: 10/1/22	Budget Period End Date: 9/30/26
Project Description: Macon-Bibb County requests funding of \$141,817 to expand the current Co-Responder Program with community partner River Edge Behavioral Health. The current program represents a coordinated effort that pairs employees of the Sheriff's Office and River Edge to respond to emergency calls that appear to involve behavioral health or substance abuse events. This model utilizes the combined expertise of the Sheriff's Office and River Edge specialists to de-escalate the subsequent series of events. The team addresses the appropriate level of care in attempts to reduce emergency room admissions and unnecessary incarcerations.	

Award Letter

September 26, 2023

Dear Lester Miller,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by MACON-BIBB COUNTY for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$141,817.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
MACON-BIBB COUNTY

UEI
TVNBHEU6LLY9

Street 1
700 POPLAR ST

Street 2

City
MACON

State/U.S. Territory
Georgia

Zip/Postal Code
31201

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/26/23

Award Type
Initial

Award Number
15PBJA-23-GG-03343-JAGX

Supplement Number
00

Federal Award Amount
\$141,817.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13959724

Grant Manager Name

Flora Lawson

Phone Number

[202-305-9216](tel:202-305-9216)

E-mail Address

Flora.D.Lawson@usdoj.gov

Project Title

Co-Responder Program - Community Partnership with River Edge Behavioral Health

Performance Period Start

Date

10/01/2022

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2026

Project Description

Macon-Bibb County requests funding of \$141,817 to expand the current Co-Responder Program with community partner River Edge Behavioral Health. The current program represents a coordinated effort that pairs employees of the Sheriff's Office and River Edge to respond to emergency calls that appear to involve behavioral health or substance abuse events. This model utilizes the combined expertise of the Sheriff's Office and River Edge specialists to de-escalate the subsequent series of events. The team addresses the appropriate level of care in attempts to reduce emergency room admissions and unnecessary incarcerations.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and

subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly

authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/>

funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can

demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has

changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the

Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific

project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the

individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

64

Withholding of Funds for Body Armor Certification

The recipient may not expend or draw down any award funds until the recipient submits, and OJP has reviewed, the required certification regarding body armor, and an Award Condition Modification has been issued to remove this condition.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval		
Title of Approving Official Deputy Assistant Attorney General	Name of Approving Official Maureen Henneberg	Signed Date And Time 9/21/23 10:17 PM
Authorized Representative		
Entity Acceptance		
Title of Authorized Entity Official Mayor		
Signed Date And Time		



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A FY2023 HOMELAND SECURITY SUBGRANT FROM THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY (GEMA/HS) IN THE AMOUNT OF \$4,500.00, WITH NO LOCAL MATCH REQUIRED, TO BE USED BY THE BIBB COUNTY SHERIFF'S OFFICE FOR EOD K9 VETERINARIAN SERVICES AND K9 EQUIPMENT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, The Bibb County Sheriff's Office has been awarded a FY2023 Homeland Security Subgrant from the Georgia Emergency Management and Homeland Security Agency in the amount of \$4,500.00; and

WHEREAS, the Bibb County Sheriff's Office will utilize the funds for Explosive Ordinance Detecting K9 veterinarian services and K9 equipment; and

WHEREAS, no local match is required to receive the funds that have been awarded; and

WHEREAS, a copy of the grant award letter and contract documents have been attached hereto as Exhibit A and are incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to accept the grant funds for the stated purpose on behalf of the Sheriff's Office; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission does hereby authorize the acceptance of the FY2023 Homeland Security Subgrant awarded to the

Bibb County Sheriff's Office in the amount of FOUR THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$4,500.00) from the Georgia Emergency Management and Homeland Security Agency for EOD K9 Veterinarian Services and K9 Equipment, with terms and conditions as described in Exhibit A.

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

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

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

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

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

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 _____, 2023.

By: _____

LESTER M. MILLER, Mayor

Attest: _____

(SEAL)

JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2023 Miller Accepting GEMA HS Grant For BC Sheriff's Office \$4500.00.Docx

EXHIBIT A



**FISCAL YEAR 2023
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN
THE STATE OF
GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

Bibb County Sheriff

GRANT NO: 18

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2023 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$4,500.00 to Bibb County Sheriff, as Subrecipient, in accordance with the Fiscal Year 2023 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James C. Stallings, Authorized Recipient Official**. The State has designated **Linda Criblez** as the **Program Manager** of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

After all approved items on the approved Budget have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient and de-obligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2023, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later and shall continue through September 30, 2025. No modifications to the Budget can be made after the termination date, September 30, 2025 or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is effective. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in EM Grants Manager before the end date of this Agreement. Extensions should be requested 30 days before the end of this agreement, but no longer than 30 days after the end date.

Caveat: DHS/FEMA has reserved the right to change the FY23 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY23 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

- Exhibit A Standard Assurances - Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
(COMPLETE, SIGN, AND RETURN With AGREEMENT)
- Exhibit B National Incident Management System (NIMS) Compliance Form
(COMPLETE, SIGN, AND RETURN With AGREEMENT)
- Exhibit C Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
(COMPLETE, SIGN, AND RETURN With AGREEMENT)
- Exhibit E Tangible Property Report
(KEEP FOR REFERENCE)
- Exhibit F Department of Homeland Security, HSGP, Grant Agreement Number EMW-2023-SS-00099, Agreement Articles (KEEP FOR REFERENCE)
- Exhibit G Approved Budget Cost Line(s) (LOCATED IN EM GRANTS MANAGER)
- Exhibit H DHS/FEMA Fiscal Year 2023 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:

<https://www.fema.gov/grants/preparedness/homeland-security/fy-22-nofo>

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

- A. Purchasing:** Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>
- B. Payment Requests:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form and provide any other documentation or information requested by GEMA/HS. If the Acknowledgment Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Progress Reports in the EM Grants Manager System in a timely manner according to the guidelines in the section below.
- D. Quarterly Progress Report (PROGRESS REPORT):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.
- E. The following reporting periods and due dates apply:**

• First Quarter	October 1 - December 31	Due January 31
• Second Quarter	January 1- March 31	Due April 30
• Third Quarter	April 1 - June 30	Due July 31
• Fourth Quarter	July 1 - September 30	Due October 31

FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS
WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE
PROGRESS REPORT IS RECEIVED.

- F. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND

PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at <http://www.ecfr.gov/>.

A. Administrative Requirements

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. Organizational Audit Requirements: The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at <https://www.gao.gov/>, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

- D. Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. The Build America, Buy America Act (BABAA):** Subrecipient agrees to only use iron, steel, manufactured products, and construction materials produced in the United States for all infrastructure projects. The Act requires the following “Buy America” preference:
1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- Additional information regarding the **BABAA** requirements can be found at <https://www.fema.gov/grants/policy-guidance/buy-america#interpretation>
- F. Unique Entity Identifier (UEI) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the UEI number for the prospective Subrecipient.
- G. Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.
- H. Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2023 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
- I. Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient

under this Agreement.

National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit H), including without limitation, adoption, and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

<https://www.fema.gov/resource-management-mutual-aid>

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>

2. In order to assure compliance with NIMS requirements, all terms, and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.
3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>.
 - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate the performance of critical tasks required to respond to the exercise scenario.
 - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/about>, and must be preapproved by the GEMA/HS Exercise Program Manager.
 - c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY23 HSGP DHS/FEMA NOFO (Exhibit H).
 - d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at <https://www.fema.gov/emergency-managers/nims>.
5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of \$30,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 - 1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.
- 1. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf> and www.fsrs.gov.

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2023 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of the State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2023 HSGP DHS/FEMA NOFO (Exhibit H), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2023 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2023 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the **Georgia Bureau of Investigations and GEMA/HS** paging system whenever

responding outside of its jurisdiction.

- F.** The Subrecipient will maintain an inventory of all grant-funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as the equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. There must be a decal on all equipment funded by GEMA/HS which states “Funded by GEMA/HS”. The decal will be provided. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide approval or other instructions for disposal to the Subrecipient.
- G.** Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non- federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.
- H.** The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- I.** Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- J.** Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through a competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- K.** Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into a non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.
- L.** The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- M.** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- N.** No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- O.** If the Subrecipient is found to be in violation of any of the conditions of this agreement, including

any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

- P.** The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

- 1.** The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws, and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.
- 2.** The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground-disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
- 3.** The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY23 NOFO (Exhibit H) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available at <https://www.fema.gov/grants/preparedness/about/informational-bulletins>.

- R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/frts/>
- S. The Subrecipient agrees that funds from the FY 2023 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit H) and with FEMA's Information Bulletins 281 and 288. Specifically, without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:
1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>.
 2. To use such funds to support the achievement of baseline levels of capability as defined in the fusion capability planning tool.
 3. The Subrecipient shall provide GEMA/HS with a certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS/FEMA FY23 NOFO (Exhibit H) and Information Bulletin 288.
 5. All Subrecipients leveraging FY 2023 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information-sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN), and comply with 28 CFR 23.
- T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:
1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency that cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.

2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.
- U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.
- V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY23 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

- A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant-funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag, and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without

cost, as directed by GEMA/HS.

C. Convenience: This agreement may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.

D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event, the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and Bibb County Sheriff have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

SUBRECIPIENT

Signature

Printed Name and Title of Signatory

09 / 24 / 2023
Date of Signature



Signature, Authorizing or Highest Official

David J. Davis, Sheriff
Printed Name and Title of Signatory

9 / 25 / 2023
Date of Signature

46-3992371

Agency FEID (XX-XXXXXXX)

TVNBHEU6LLY9

Agency UEI Number (XXXXXXXXXX)



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE THE INSTALLATION AND DEDICATION OF A DONATED PARK BENCH AND SIGNAGE IN MEMORY OF SUSAN DAVIS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Parks and Beautification received a request for a bench and signage to be placed by the County in Amerson Park in honor of Susan Davis; and

WHEREAS, Susan Davis, native of Milton, Florida was born on April 1, 1972; and

WHEREAS, she is survived by her husband Chad Davis, her daughter India Echols, her parents, Johnny and Mary Crawford, her son Noah Davis (Skyler Davis), brother Johnny Crawford (Brandy Crawford), sister Leslie Crawford, grandchildren Emmett Echols, Collier McNaughton, and Garrison McNaughton; and

WHEREAS, her loving acts as a mother included nursing her son Noah Davis back to health after a knee injury ended his football career. She then encouraged him to continue following his dreams and to become a Bleckley County football coach to instill and foster love of the game in the hearts of many teenage athletes in that community; and

WHEREAS, Mrs. Davis was an amazing couponer who was known for her generosity buying items for others whether or not they were family and friends if she believed that the recipient would enjoy the gift; and

WHEREAS, Mrs. Davis had a deep and lasting love and affinity for Macon, taking part in the Cherry Blossom Festival every year and never missing an opportunity to partake in the Pink Pancake Breakfast; and

WHEREAS, Mrs. Davis spent many cherished days with her beloved family at Amerson Park, sharing fellowship, affections, and making memories which her surviving family will hold dearly for the rest of their days; and

WHEREAS, Mrs. Davis passed away suddenly from a pulmonary embolism on September 14, 2022; and

WHEREAS, Mrs. Davis's family and friends have requested and agreed to fund the purchase of a park bench and placard to be placed in Amerson Park by Macon-Bibb Parks and Beautification department; and

WHEREAS, the Macon-Bibb County Commission wishes to honor Mrs. Davis's family's request by installing the donated signage and park bench.

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to accept the donation of a park bench and plaque to be paid for by the family of the honoree and to read "In memory of Susan Davis. Loving Mother, Gigi, Wife, Daughter and Friend."

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

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

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

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall

be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

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

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 _____, 20____.

LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, CLERK OF COMMISSION



LEGISLATIVE SPONSORS

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|---|---|
| ☐ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☒ COMMISSIONER PAUL BRONSON |
| ☒ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
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AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION DESIGNATING THAT PORTION OF KITCHENS STREET BETWEEN LUVENIA DRIVE AND MITCHELL STREET AS “RANCIFER - STANLEY WAY” IN HONOR OF THE CONTRIBUTIONS OF REVERENDS HOSEA RANCIFER AND DAVID STANLEY TO THEIR COMMUNITY; APPROPRIATION OF AN AMOUNT NOT TO EXCEED \$500.00 FROM THE GENERAL FUND – FUND BALANCE TO THE FACILITIES MANAGEMENT DEPARTMENT FOR THE PURCHASE OF MATERIAL AND MEMORIAL SIGNAGE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, in accordance with the procedural requirements of Macon-Bibb County’s policy for naming Macon-Bibb County owned parks, facilities, and streets, a request to name the portion of Kitchens Street between Luvenia Drive and Mitchell Street in honor of Reverend Hosea R. Rancifer and Reverend David L. Stanley, Sr., as shown in Exhibit A, attached hereto and incorporated herein by reference, has been presented by Commissioner Elaine Lucas; and

WHEREAS, this request has been submitted so as to honor Reverend Rancifer who served as Pastor of Union Baptist Church and Reverend Stanley, who currently serves as Pastor of Union Baptist Church; and

WHEREAS, the late Reverend Rancifer distinguished himself by his contributions to his community and county, as shown in the biography attached hereto at Exhibit B and incorporated herein by reference; and

WHEREAS, Reverend Stanley has distinguished himself by his contributions to his community and county, as shown in the biography attached hereto at Exhibit C and incorporated herein by reference; and

WHEREAS, County policy would normally prohibit the naming of a County facility after a living person, but the Mayor and Commission have determined that an exception should be made in this instance due to the outstanding work and contribution to the County and to the community by Reverend Stanley; and

WHEREAS, Union Baptist Church is located on the east side of Kitchens Street, immediately adjacent to the portion of Kitchens Street for which this Resolution is concerning, and

WHEREAS, in light of Reverend Rancifer's and Reverend Stanley's leadership and service to the Macon-Bibb Community, the Macon-Bibb County Commission now desires to formally recognize their significant contributions to the Macon community and dedicate that portion of Kitchens Street that runs between Fifth Street and Broadway, as "Rancifer - Stanley Way"; and

WHEREAS, County policy would normally require the completion of a criminal background check prior to the dedication of a facility, structure, or space, but the Macon-Bibb County Commission has determined that an exception should be made in this instance due to Reverend Rancifer's and Reverend Stanley's history of service and leadership; and

WHEREAS, in order for Facilities Management Department to purchase materials to install signage in honor of Reverend Rancifer and Reverend Stanley, an appropriation and amendment to the FY 24 budget is required.

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

Section 1.

That portion of Kitchens Street running between Luvenia Drive and Mitchell Street shall henceforth be and hereby is dedicated in honor of Reverends Hosea Rancifer and David Stanley, and their leadership and service to the Macon-Bibb Community.

Section 2.

The Commission hereby approves a supplemental appropriation not to exceed \$500.00 from General Fund – Fund Balance to the Parks and Beautification budget for FY 24, for the purpose of providing for material and other costs associated with the installation of signage in accordance with this Ordinance.

Section 3.

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

Section 4.

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 Ordinance and are hereby incorporated by reference into this provision.

Section 5.

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 6.

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

Section 7.

Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed.

Section 8.

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

Section 9.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

[Signatures on the following page]

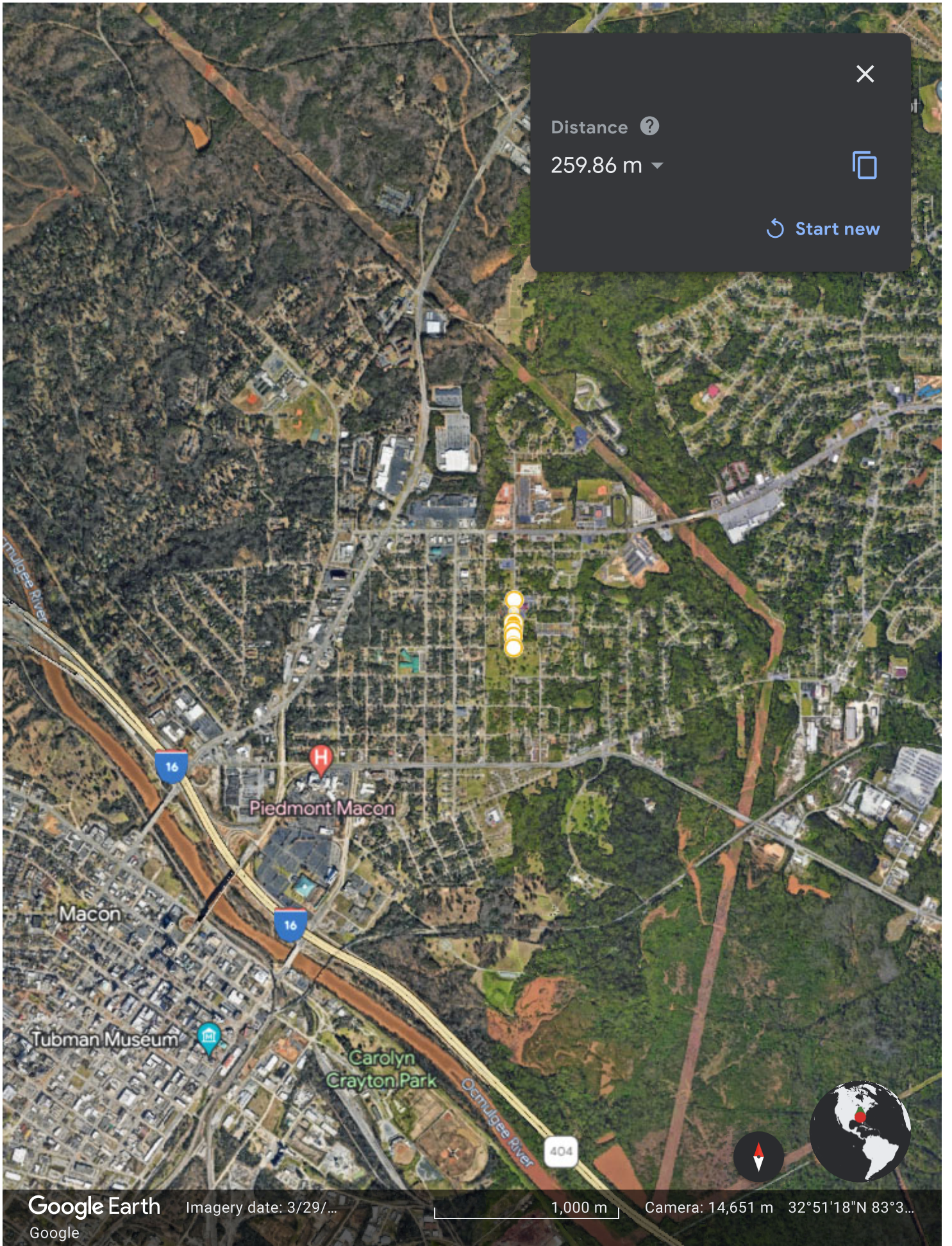
SO ORDERED AND ORDAINED this _____ day of _____, 2023.

LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, CLERK OF COMMISSION

Q:\ORD MACON-BIBB\2023 Lucas Street Dedication to Hosea Rancifer and David Stanley.docx

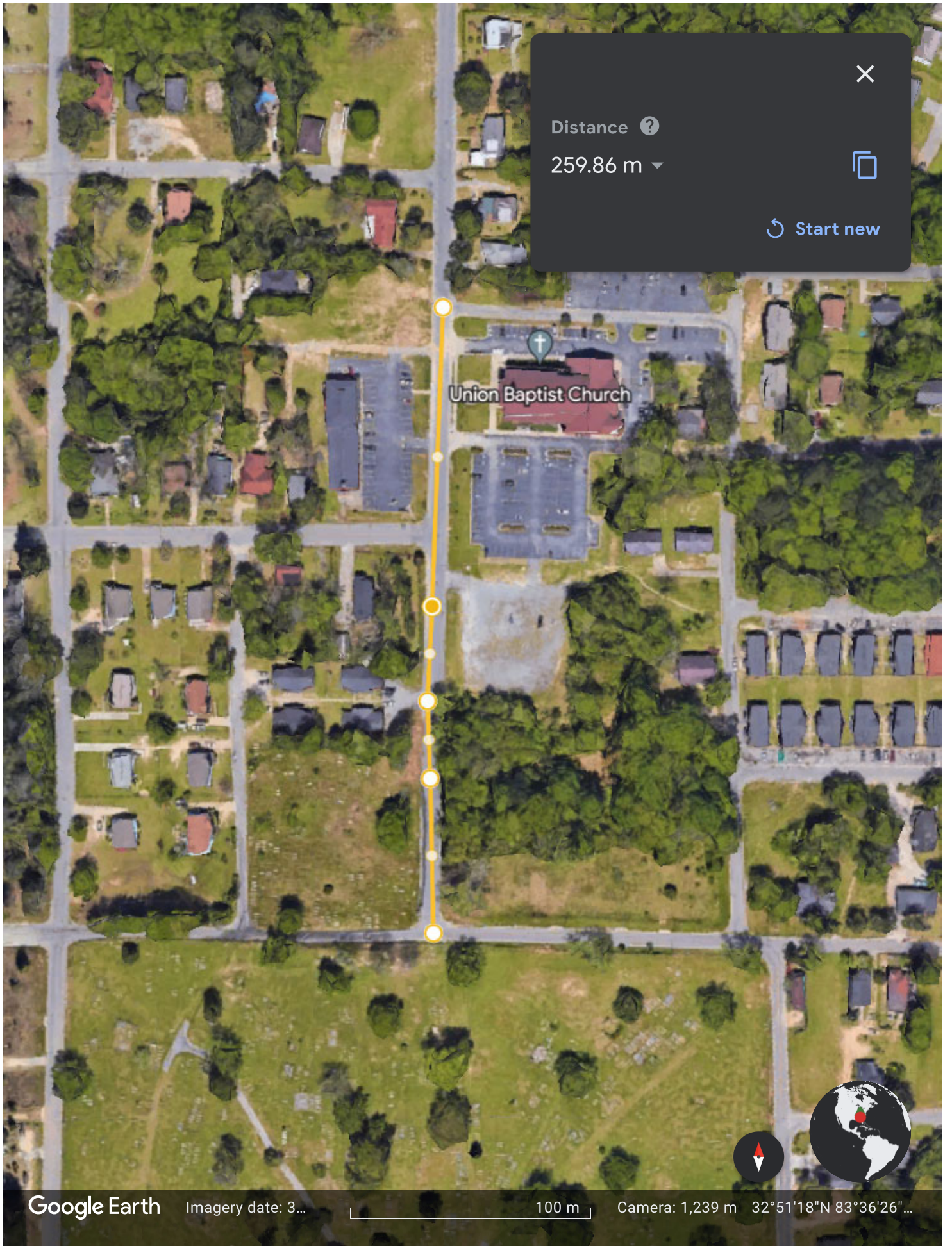
EXHIBIT A



Distance

259.86 m

Start new





Distance 

259.86 m 



 Start new

Union Baptist Church

EXHIBIT B



Biography – Hosea R. Rancifer

Reverend Hosea R. Rancifer was born in 1906 in Brookhaven, Georgia. He attended Georgia Baptist Seminary College, Georgia Baptist College, Macon Vocational School, and Morehouse School of Religion. He answered the call to preach the Gospel in 1941. Reverend Rancifer began his service at Union Baptist Church faithfully for over thirty-two years as Pastor. He served and led Union Baptist Church from January 25, 1954 until December 1986 when he retired and continued serving as pastor emeritus until he passed away in 1989.

Under his leadership, the Church moved to its current location at 1137 Kitchens Street, Macon, Georgia 31217 where the first men and women's day programs were initiated, deacons were ordained, and seven ministers were licensed and ordained. The congregation moved into the new building on May 12, 1963 and the mortgage was paid in full in March 1973. He further led the efforts to improve the Church by brick veneering the church, erecting double doors at the church entrance, installing a P.A. system and choir stand, and carpeting the pulpit.

Reverend Rancifer is also remembered for his courageous actions in the American Civil Rights Movement. On February 9, 1962, Reverend Rancifer and Elisha B. Paschal, Van J. Malone, and Ellis S. Evans pushed for the integration of the Macon bus system by taking seats in the front of a Macon, Georgia bus and were arrested for refusing to move from their seats. Their actions and the actions of other brave Maconites led to the desegregation of Macon's public buses.

EXHIBIT C



Biography – David L Stanley, Sr.

Rev. David Stanley Sr. was born the fourth of five children to Mr. Charles and Mrs. Anna Stanley in Dublin, Georgia. Upon his parents moving to Macon he attended M.M. Burdell Elementary school and is a 1973 graduate of Northeast High School where he was voted the first runner up as the friendliest high school senior.

Before Rev. Stanley accepted the call into the ministry in 1985, he served as a Sunday School Teacher and then later as Sunday School Superintendent of the Union Baptist Church. After receiving God's call to the ministry in 1985, he accepted pastoral duties at Union Baptist Church in 1987.

As Pastor, his philosophy is the importance of instructing his flock (and others) so they will become more knowledgeable about God's word. He implemented the Union Baptist Non-Accredited Bible School to further enhance regular Bible study in educating his members. Pastor Stanley has implemented many ministries and programs to enhance both spiritual and numerical growth.

In 2001, he led Union Baptist in the dedication of a new Sanctuary and was commended for keeping it in the community. Construction underway for a full functioning Life Center with enhancements to the present structure. In 2021 marks the completion of a full functioning Life Center with enhancements to the present structure.

Pastor Stanley had received numerous awards for his community involvement which includes the Key to the City for community work and was selected by the citizens of Macon as one of Macon's Most Inspirational Speakers. He received a Certificate of Diploma from Moody College in Old Testament Studies and a B.A. Degree in Biblical studies from Carolina University in Lincolnton, North Carolina. His study is ongoing to keep abreast of God's word. Not only is Rev. Stanley sought after for preaching engagements, he is also an excellent teacher called on to do workshops and seminars.

His affiliations include Member and Past President of the Baptist Ministers Union of Macon; First Vice President of the Sixth District of the State Convention of Georgia and 2nd Vice Moderator of the Union Baptist Association. On February 17, 2015 Rev. Stanley was appointed and accepted by the State Convention to serve as Sixth District President by the late President Curtis Raines Sr.

Finally, yet most importantly, Pastor Stanley is married to Deborah Crawford Stanley, he is the father of one son David Jr., daughter-in-law Chiquita and grandson Brandon.



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
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AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING DIVISION 16, ARTICLE VI, CHAPTER 2 OF OF THE MACON-BIBB COUNTY CODE OF ORDINANCES TO AMEND THE PROVISIONS GOVERNING THE ADMINISTRATION AND OPERATION OF THE FRIENDS OF ROSA PARKS SQUARE BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on February 5, 2019, the Macon-Bibb County Commission passed O-19-0006, an ordinance adding Division 16 to Article VI of Chapter 2 of the Macon-Bibb County Code of Ordinances and providing for the establishment of the Friends of Rosa Parks Square Board (the “Board”), formerly known as the Friends of Rosa Parks Square Commission; and

WHEREAS, the Board was created to assist Macon-Bibb County with a complete redesign of Rosa Parks Square, a one-acre passive park located across from Macon City Hall, in the heart of downtown Macon, as a suitable memorial to the life and legacy of civil rights icon Rosa Parks; and

WHEREAS, since its inception, the Board has been under the purview of the Mayor pro tem and those citizens appointed to the Board have served terms of five (5) years; and

WHEREAS, to promote uniformity of process across the Macon-Bibb County citizen board, the Board, the current Mayor pro tem, and the Mayor of Macon-Bibb County have determined this board should be moved under the purview of the Mayor of Macon-Bibb County; and

WHEREAS, it has been determined that a reduction in the length of member terms from five (5) years to two (2) years, with no limit on the number of terms a member may serve, will

ensure that members remain enthused and that new ideas and perspectives are regularly flowing into the Board; and

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

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

Section 1.

Division 16 of Article VI of Chapter 2 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and replaced with the following:

Chapter 28 – ADMINISTRATION

ARTICLE VI – AUTHORITIES AND BOARDS

DIVISION 16. FRIENDS OF ROSA PARKS SQUARE BOARD

Sec. 2-890. Creation; composition.

There is hereby established in Macon-Bibb County an advisory board to be known as the Friends of Rosa Parks Square Board, referred to throughout this division as the "board." The members of such board shall be residents of Macon-Bibb County who are vitally interested in seeing Rosa Parks Square, located at the corner of First Street and Poplar Street in Macon-Bibb County, Georgia, maintained and preserved as a park which sufficiently honors and memorializes the life and legacy of Rosa Parks.

Sec. 2-891. Authority and functions.

The Friends of Rosa Parks Square Board shall have the following authority and functions:

- (1) To provide for the organization of the board, the officers thereof their terms of office and all matters needful and necessary with regard thereto;
- (2) To adopt rules and regulations to facilitate the accomplishment of its objectives;
- (3) To assist and advise the Macon-Bibb County Commission in investigating, promoting, and accomplishing the complete redesign of Rosa Parks Square as a worthy memorial to the life and legacy of Rosa Parks; and
- (4) To solicit and accept gifts, grants and donations of money and other property for the accomplishment of its objectives and functions, provided that the legal title of

all real and personal property, acquired by the board by gift or otherwise, shall be taken and held in the name of Macon-Bibb County.

Sec. 2-892. Members; officers.

The Friends of Rosa Parks Square Board shall consist of twelve (12) members, who shall be appointed by the mayor and subject to confirmation by the Macon-Bibb County Commission and shall serve for terms of two (2) years each or until their successors are appointed and confirmed. All members shall serve without remuneration. The appointment of the members of the board shall be made by the mayor and submitted to the Macon-Bibb County Commission for confirmation within thirty (30) days. Following the appointment and confirmation, members of the board shall meet and organize by electing one (1) of their members as chairperson of the board and by electing other officers as the board deems appropriate. Vacancies among the members of the board, other than by expiration of term, shall be filled by appointment by the mayor, subject to confirmation of the Macon-Bibb County Commission, for the unexpired term in which the vacancy occurs. To be eligible for appointment to the board, a person must be a resident of Macon-Bibb County and must be at least eighteen (18) years of age.

Sec. 2-893. Macon-Bibb County not bound by board contracts.

The board shall not have the power or authority to bind Macon-Bibb County by any contract, agreement, financial obligation, indebtedness of any kind, or otherwise. No contract, financial obligation or indebtedness, incurred by the board, shall ever be a claim or charge against Macon-Bibb County or a lien on any Macon-Bibb County property which might have been improved as a result of any contract, financial obligation or indebtedness made or incurred by the board.

Sec. 2-894. Acceptance of gifts and grants.

The board shall not be authorized, without the prior official approval of the Macon-Bibb County Commission in writing, to accept any grant, gift or devise or real estate or grant or bequest of money or other personal property or any donation to be applied, principal or income, for any purpose authorized by this article, if the acceptance of any such grant, gift, bequest or devise will subject Macon-Bibb County to any expense or liability.

Sec. 2-895. Moneys; disposition.

All money received by the board from whatever source derived shall be deposited with the director of finance of Macon-Bibb County, or other authorized fiscal agent of the Board, to the account of the Friends of Rosa Parks Square Board to be used for financing the projects and functions of the board.

Secs. 2-896—2-1000. Reserved.

A copy of the modification to the above code sections in red is attached hereto as Exhibit A, and incorporated herein by reference.

Section 2.

All members of the Friends of Rosa Parks Square Board currently serving shall have their terms of appointment amended by operation of law as a result of this Ordinance as follows:

1. The term expiration date for members whose current terms, under the previous version of Division 16 of Article VI of Chapter 28 of the Macon-Bibb County Code of Ordinances, as it existed on the day before this Ordinance was adopted, were scheduled to expire less than two calendar years following the effective date of this Ordinance shall remain unchanged; and
2. The term expiration date for all other members shall be amended to coincide with that date that is two years following the effective date this Ordinance.

Section 3.

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

Section 4.

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 Ordinance and are hereby incorporated by reference into this provision.

Section 5.

- (a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.
- (b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this

Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 6.

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

Section 7.

Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed.

Section 8.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

[Signatures on the following page.]

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, CLERK OF COMMISSION

(SEAL)

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EXHIBIT A

PART III - CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE VI. - AUTHORITIES AND BOARDS
DIVISION 16. FRIENDS OF ROSA PARK SQUARE BOARD

DIVISION 16. FRIENDS OF ROSA PARK SQUARE BOARD¹

Sec. 2-890. Creation; composition.

There is hereby established in Macon-Bibb County an advisory board to be known as the Friends of Rosa Parks Square Board, referred to throughout this division as the "board." The members of such board shall be residents of Macon-Bibb County who are vitally interested in seeing Rosa Parks Square, located at the corner of First Street and Poplar Street in Macon-Bibb County, Georgia, maintained and preserved as a park which sufficiently honors and memorializes the life and legacy of Rosa Parks.

Sec. 2-891. Authority and functions.

The Friends of Rosa Parks Square Board shall have the following authority and functions:

- (1) To provide for the organization of the board, the officers thereof their terms of office and all matters needful and necessary with regard thereto;
- (2) To adopt rules and regulations to facilitate the accomplishment of its objectives;
- (3) To assist and advise the Macon-Bibb County Commission in investigating, promoting, and accomplishing the complete redesign of Rosa Parks Square as a worthy memorial to the life and legacy of Rosa Parks; and
- ~~(4) To help ensure the continued maintenance and operation of Rosa Parks Square as a park which serves in an appropriate manner as a worthy memorial to the life and legacy of Rosa Parks; and~~
- (5) To solicit and accept gifts, grants and donations of money and other property for the accomplishment of its objectives and functions, provided that the legal title of all real and personal property, acquired by the board by gift or otherwise, shall be taken and held in the name of Macon-Bibb County.

Sec. 2-892. Members; officers.

The Friends of Rosa Parks Square Board shall consist of twelve (12) members, who shall be appointed by the mayor ~~pro tempore~~ and subject to confirmation by the Macon-Bibb County Commission, and shall serve for terms of ~~five (5)~~ two (2) years each or until their successors are appointed and confirmed. All members shall serve without remuneration. The appointment of the members of the board shall be made by the mayor ~~pro tempore~~ and submitted to the Macon-Bibb County Commission for confirmation within thirty (30) days. Following the appointment and confirmation, members of the board shall meet and organize by electing one (1) of their members as chairperson of the board and by electing other officers as the board deems appropriate. Vacancies among the members of the board, other than by expiration of term, shall be filled by appointment by the mayor ~~pro tempore~~, subject to confirmation of the Macon-Bibb County Commission, for the unexpired term in which the vacancy occurs. To be eligible for appointment to the board, a person must be a resident of Macon-Bibb County and must be at least eighteen (18) years of age.

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The board shall not have the power or authority to bind Macon-Bibb County by any contract, agreement, financial obligation, indebtedness of any kind, or otherwise. No contract, financial obligation or indebtedness, incurred by the board, shall ever be a claim or charge against Macon-Bibb County or a lien on any Macon-Bibb County property which might have been improved as a result of any contract, financial obligation or indebtedness made or incurred by the board.

Sec. 2-894. Acceptance of gifts and grants.

The board shall not be authorized, without the prior official approval of the Macon-Bibb County Commission in writing, to accept any grant, gift or devise or real estate or grant or bequest of money or other personal property or any donation to be applied, principal or income, for any purpose authorized by this article, if the acceptance of any such grant, gift, bequest or devise will subject Macon-Bibb County to any expense or liability.

Sec. 2-895. Moneys; disposition.

All money received by the board from whatever source derived shall be deposited with the director of finance of Macon-Bibb County, or other authorized fiscal agent of the ~~of Board, Macon-Bibb County~~ to the account of the Friends of Rosa Parks Square Board to be used for financing the projects and functions of the board.

Secs. 2-896—2-1000. Reserved.