



Committee of the Whole

November 14, 2023 | 9:00 AM

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. Announcements

3. Approval of Minutes

- a. Approval of minutes from the September 12, 2023 meeting (Sponsored by:)

4. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Appointing David Danzie Jr. To Serve On The Macon Housing Authority Board Of Commissioners (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Reappointing Kyle Greene And Aisha Anderson To Serve As Members Of The Macon-Bibb County Defined Contribution And Deferred Compensation Plan Administrative Board (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Reappointing Lisa Berrian To Serve As A Member Of The Macon-Bibb County Urban Development Authority (Sponsored by: Lester M. Miller, Mayor)

5. New Alcohol Beverage Licenses

- a. Mudra 6999 d.b.a. Welcome Food located at 6999 Knoxville Road, Lizella, Ga

- Malt and Wine Packaged to Go
- Measurement Form Attached and Approved
- Zoning Form Attached and Approved
- Newspaper Ad Attached
- Lease - No Relations
- Convenience Store with no fuel
- Certificate of Good Standing Attached

(Sponsored by: Lester M. Miller, Mayor)

- b. Nishu 2023 LLC d.b.a. Nishu Food Mart located at 2243 Shurling Drive, Macon, GA

- Malt and Wine packaged to go
- Temporary License
- Measurement Form Approved and Attached
- Newspaper Ad Attached
- Zoning Form Approved and Attached
- Change of Ownership
- Identifies as a Gas Station
- Lease - No Relation
- Certificate of Good Standing Attached

(Sponsored by: Lester M. Miller, Mayor)

6. Street Lights

- a. A Resolution Of The Macon-Bibb County Commission Accepting The Recommendation Of Facilities Management To Deny The Request For The Installation Of Additional Street Lights At The Intersection Of Mikado Avenue And Grady Street Pursuant To Article X Of Chapter 29 Of The Macon-Bibb County Code Of Ordinances; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Accepting The Recommendation Of Facilities Management To Deny The Request For The Installation Of Additional Street Lights At 508 Charles Street Pursuant To Article X Of Chapter 29 Of The Macon-Bibb County Code Of Ordinances (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 Agreement With Macon-Bibb County Economic Opportunity Council, Inc. ("EOC") Granting An Emergency Solutions Grant In The Amount Of \$68,000.00 For The Provision Of Homelessness Prevention Services (Sponsored by: Lester M. Miller, Mayor)

- b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With Family Advancement Ministries, Inc. Granting An Emergency Solutions Grant (“ESG”) In The Amount Of \$112,500.00 For The Provision Of Homelessness Prevention Services (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With Meals On Wheels Of Middle Georgia, Inc. To Provide \$208,215.00 In Community Development Block Grant – Coronavirus (CDBG-CV) Funds For Meals On Wheels To Provide Home-Delivered Meals To Low-Income Seniors And Assist Those That Need Immediate Food Assistance (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With First Choice Primary Care, Inc. Granting Emergency Solutions Grant (“ESG”) Funding In The Amount Of \$57,027.00 For The Provision Of Case Management Services (Sponsored by: Lester M. Miller, Mayor)
- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Macon-Bibb County Economic Opportunity Council, Inc. (EOC) Granting Community Development Block Grant - Coronavirus (CDBG-CV) Funding In The Amount Of \$100,000.00 For EOC To Provide Hotel/Motel Stays For Displaced Individuals And Families Within Macon-Bibb County (Sponsored by: Lester M. Miller, Mayor)
- f. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Goldcoaster Ventures, LILC, Whereby Macon-Bibb County Will Provide Funding Under The Home Investment Partnership Program In The Amount Of \$98,737.00 For The Construction One Single Family Unit Home (Sponsored by:)
- g. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With River Edge Foundation, Inc., Whereby Macon-Bibb County Will Provide Funding Under The Home Investment Partnership Program In The Amount Of \$800,000.00 For The Construction Of Five (5) Tiny Homes (Sponsored by: Lester M. Miller, Mayor)
- h. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Macon Area Habitat For Humanity, Inc., Whereby Macon-Bibb County Will Provide Funding Under The Home Investment Partnership Program In The Amount Of \$285,338.00 For The Construction Of Two New Detached Single-Family Residential Homes; (Sponsored by: Lester M. Miller, Mayor)

8. 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);

COMMITTEE OF THE WHOLE

MINUTES

September 12, 2023

The 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
Commissioner Paul Bronson
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Virgil Watkins
Commissioner Elaine Lucas

COMMISSIONERS ABSENT

Commissioner Al Tillman

GUESTS PRESENT:

OTHERS PRESENT:

Duke Groover, Interim County Attorney
Michael McNeill, Sr. Assistant County Attorney
Adrianna Beavers, Assistant County Attorney
Sara Davis, Assistant County Attorney
Frank Howard, Assistant County Attorney
Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Janice Ross, Clerk of Commission
Alex Morrison, Director of Planning & Public Spaces
Chris Floore, Communications
Olivia Walter, Communications
Edna Ruiz, Communications
Robert Walker, Director, Recreation Department

1. **Approval Of Minutes**

On motion of Commissioner Wynn, seconded by Commissioner Wilder and carried unanimously, the minutes of the July 11, 2023 meeting were approved.

2. **Appointments to Authorities, Boards and Committees**

- A. A Resolution Appointing Jesse Griffin To The Pension Trustee Board Of The Macon-Bibb County Pension Plan (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Mayor Pro Tem Clark and carried unanimously, the appointment of Jesse Griffin to the Pension Trustees Board was approved.

3. **New Alcohol Beverage Licenses**

- A. Daiquiris & More located at 408 Martin Luther King Jr. Blvd. Macon, GA

On motion of Commissioner Bronson, seconded by Commissioner Wilder and carried unanimously, the license for Daiquiris & More was approved.

Commissioner Jones arrived at this time.

- B. The Cotton Ranch located at 347 Cotton Avenue, Macon, GA.

On motion of Commissioner Wynn, seconded by Mayor Pro Tem Clark, the license was removed from the table.

Mayor Miller stated that the County had received a letter from the State requesting Macon-

Bibb County to not approve the license.

On motion of Commissioner Wilder, seconded by Commissioner Jones the license for the Cotton Ranch was denied.

- C. Rajvin 2022 d.b.a. Bloomfield Grocery located at 4175 Bloomfield Drive Macon, GA

After the hearing, the Special Master determined that Bloomfield Grocery was a vice mart. Legal recommends denial.

On motion of Commissioner Wilder, seconded by Commissioner Jones and carried unanimously, the license was denied.

4. **Contracts and Purchase Orders for Approval**

- A. A Resolution To Authorize The Mayor To Execute An Independent Contractor Agreement With Reeves Construction Company In The Amount Of \$2,434,942.00 For Deep Patch Asphalt Resurfacing Projects, To Be Paid From Funds Previously Appropriated To The LMIG/GDOT Grant Funds Account – Roadwork Line Item (Sponsored by: Lester M. Miller, Mayor)

Commissioner Lucas arrived at this time.

On motion of Commissioner Wynn, seconded by Commissioner Wilder and carried unanimously, the Agreement with Reeves Construction Company for Deep Patch Asphalt Resurfacing Project was approved.

5. **Change to Policies and Procedures Manual**

- A. An Ordinance To Create A New Section 2.07 Of The Macon-Bibb County Government Policies And Procedures Manual, Entitled “Pre-Employment Qualifications,” So As To Ensure A Fair And Reasonable Hiring Process By Reassessing Pre-Employment Qualifications (Sponsored by: Lester M. Miller, Mayor, Seth Clark, Mayor Pro Tem)

On motion of Commissioner Lucas, ,seconded Commissioner Wilder and carried unanimously, the New Section of the Policies and Procedures Manual for Pre-Employment Qualifications was approved.

6. **QuitClaim Deed**

- A. A Resolution To Authorize The Mayor To Execute A Quitclaim Deed In Favor Of Chris R. Sheridan & Company, For The Sale Of Property Totaling Eight-Hundredths (0.08) Of An Acre More Or Less, Of The Former Public Alleyway Of Jackson Lane For Its Fair Market Value Of \$4,581.00; And Further Authorizing Sale By Public Auction Of The Remaining Thousandth (0.001) Of An Acre, More Or Less (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Jones and carried unanimously, the Quitclaim Deed for the sale of property of Jackson Lane was approved.

7. **Additions or Changes to the Macon-Bibb County Code**

- A. An Ordinance To Amend Chapter 15 Of The Macon-Bibb County Code Of Ordinances To Create A Fine Schedule To Provide For The Uniform Enforcement Of Municipal Codes Subject To Said Fine Schedule (Sponsored by: Virgil Watkins, Commissioner)

On motion of Commissioner Watkins, seconded by Mayor Pro Tem Clark and carried unanimously, Chapter 15 amendment was approved.

8. **Macon-Bibb County Recreation**

- A. Update on Macon-Bibb County Recreation Centers (Sponsored by: Lester M. Miller, Mayor)

Information only

9. **Executive Session**

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb 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)

On motion of Commissioner Howell, seconded by Commissioner Wilder and carried unanimously, the Commission went into Executive Session for the reasons listed above.

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 DAVID DANZIE JR. TO SERVE ON THE MACON HOUSING AUTHORITY BOARD OF COMMISSIONERS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, O.C.G.A. § 8-3-50 outlines the appropriate composition, term, and appointment process for commissioners of a locally established housing authority in the state of Georgia; and

WHEREAS, David Danzie Jr. has been recommended for appointment to succeed Pearlie Tolliver, whose term expired June 21, 2023; and

WHEREAS, David Danzie Jr. has indicated his willingness to serve as a member of the Macon Housing Authority Board of Commissioners, submitted his resume and certificate of good standing, and meets all rules, regulations, and requirements necessary for appointment; and

WHEREAS, each term for members of the Macon Housing Authority Board are for a term of five (5) years; 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 it is hereby so resolved by the authority of the same, that David Danzie Jr. is hereby appointed to serve as a member on the Macon Housing Authority Board of Commissioners for a term of five (5) years, with said term to begin effective date of this resolution.

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

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

*Q:\RES MACON-BIBB\2023 Miller Appointing David Danzie Jr. To The Macon Housing Authority
Board.Docx*

EXHIBIT A

DAVID DANZIE JR.

+1.478.973.0159 | ddanzie1@gmail.com | [linkedin.com/in/david-danzie](https://www.linkedin.com/in/david-danzie) | Byron, GA 31008

Executive Management - Finance

Strategic Planner + Change Agent + Innovative Leader

Creative, results-driven leader leveraging 25+ years of experience in driving revenue, decreasing costs and spearheading high impact growth strategies for both large and small corporate institutions. Reputation for transforming businesses into high performing cultures while also driving significant improvements in financial viability by means of strategic and innovative leadership. Known as "The Closer". Strong ability to build, manage, engage, and coach top performing teams to achieve high-performance standards, meet tight deadlines, and enhance customer experience. Recognized for establishing a clear vision for success and creating a path toward goal achievement. Champion of forward-thinking, innovative solutions and social responsibility.

Commercial Lending | Accounting Analytics | Financial Planning | Profit Analysis | 2020 Design | Project Management | Accounting QuickBooks | Yardi | Salesforce | Construction Management | Vendor Relations and Negotiation | Employee Training and Development | Website Development | Social Media Marketing | Client Relations | Campaign Development | Digital Media | Metrics | Program Management | Corporate Branding | Team Leadership | Business Development | Data Analysis |

CAREER HIGHLIGHTS

- **Business Generated** - \$200M+ | **Costs Saved** - \$120M | **Budgets/Portfolios Managed** – 10M to 170M
- **Markets:** Commercial Banking & Construction | **Employees Managed** – 3 to-36
- **Award Winning | Top Performer:** Won 21 awards as Top Producer/Performer. Winner of BB&T Innovation Award (Yearly regional award for innovative thinking).
- **Entrepreneurial Business Savvy | Start Up:** Started first of its kind in the nation - For-profit construction company for a housing authority. Generated **\$1.8M** in first two years.
- **Recognition:** Recognized as one of: Top 50 under 50 (Rural Leader Magazine), Top 5 Leaders Under 40 (Macon Magazine), and Top 40 Under 40 (Georgia Informer).
- **Community Engagement:**
 - ✓ Leadership Georgia, Past President and Chairman | President – Technical College Director's Association
 - ✓ Navicent Health Board of Director's Executive Committee, Chair – IT Committee
 - ✓ President - Better Business Bureau | Ronald McDonald House – Board Member
 - ✓ Greater Macon Chamber of Commerce's Executive Committee, Chair – Membership

PROFESSIONAL PROGRESSION

Synovus Bank (April, 2022 - Present)

Synovus Bank is a full service regional financial institution with \$59 billion in assets with 246 locations in five states.

Employees-4,988 | Locations - 246 | Direct Reports - 2

Vice President – Relationship Manager

- **Leader/Innovator:** Lead commercial team in rankings – currently number 2 in the company
- **Community Reinvestment:** Lead bank in community involvement and reinvestment as the CRA leader. Manage the low to moderate income activities for my area.
- **Market Growth:** Community involvement and networking for Synovus Bank in both Houston and Bibb counties for continued growth in the market.

DAVID DANZIE JR.

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State Bank/Cadence Bank (2017-2022)

Cadence Bancorporation is a regional financial holding company with \$18.7 billion in assets with 98 locations in six states.

Employees-1800 | Locations - 98 | Direct Reports - 1

Vice President – Commercial Lending

- **Leader/Innovator:** Lead commercial team in Houston and Dooly County with innovative strategies to improve customer satisfaction.
- **Community Reinvestment:** Lead bank in community involvement and reinvestment by actively serving on local boards and investing time and sweat equity.
- **Market Growth:** Cadence Bank has a 27.24% market share in Macon-Bibb County through active pursuit of deposit relationships with current and new clients.

Joshua Cabinetry, LLC. (2016-2017)

Cabinetry company producing custom, semi-custom and builder's grade cabinetry for commercial and residential projects.

Employees-10 | Contractors - 33 | Project Budgets - \$15K to \$1.3M | Clients — DPR, Skanska/FS360, Sheridan, Parrish, Piedmont

Chief Executive Officer /President

Challenged to transform an underperforming business with goals to increase revenue, provide strategic planning, improve customer service.

- **High Impact Strategic Planning | Branding:** Developed a strategic plan to slowly convert to 85% commercial and only 15% residential by leading Sales and Marketing rebranding efforts and B2B consultative presentations.
- **Fast Results | Increase Revenue | Branding:** Increased revenue from **\$900K to \$2M** due to conversion to commercial accounts and successful rebrand of company in six months.
- **Customer Service Strategy | Do It Right the First Time:** Developed strategy of customer-centric focus with the tagline DIRTFT(Do It Right the First Time) and customer satisfaction survey.
- **Improved Customer Service Feedback:** Achieved a **100%** reuse rate. Received positive feedback from all of our new commercial contractors as well as existing clients via feedback surveys.

Fall Inc. Contractors, Inc. (2014 – 2016)

For-profit entity established for the Macon-Bibb County Housing Authority to self-perform work for both the Macon-Bibb County Housing Authority and its affiliates. Employees-5 | Contractors- 8 | Project Budgets - \$100K to \$3.8M

Chief Executive Officer /President

Overcame political and social concerns and started business at the request of Macon-Bibb Housing Authority's Board of Commissioners.

- **Set Long/Short Term Goals:** Developed business plan, long term financial goals and completed a marketing plan analysis.
- **First of Its Kind Start-Up:** Started the first for-profit construction company of any housing authority in the country within three months of the Board's approval.
- **Meet Goals Ahead of Schedule:** Company operated at **43%** ahead of revenue projections within nine months.
- **Decrease Costs:** Decreased operating expenses **21.5%** below budget.
- **Relationship Building | Community Outreach:** Met with 6 leaders of major construction companies in central Georgia to explain company's values and mission within first 3 months.
- **Building Support and Securing New Ventures:** Obtained full buy-in from local contractors. Increased revenue by securing three major joint ventures valued at **\$51M+**.

DAVID DANZIE JR.

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BB&T & Colonial Bank (2001-2014)

BB&T is a large regional bank which operates like a community bank offering a complete range of financial services. Colonial bank closed in 2009 due to economic crisis and was bought out by BB&T. Employees-36 | Locations – 7 | Direct Reports – 6 | Budget Managed - \$363M

Vice President – Commercial Lending / Market President

- **Consultative Strategic Planning:** Created a strategy to build a new loan portfolio via Planned Purposeful calling efforts and Consultative Calling to counter inability to convert \$135M of commercial loan portfolio due to contract restrictions.
- **Market Growth:** Increased growth by 40% through record portfolio and deposit increases in multiple markets.
- **Decreased Costs:** Realized a savings of \$25 million in year one and \$75 million overall at Colonial Bank through developing and executing a multiphase 100-day strategic initiative. Streamline processes, identified ways to reinvest resources.
- **Top Ratings| Recognition:** Received the first ever 100% ProActiv. (Incentive tracking software which adds up all areas for incentive in the region during a 12-month period. Achieving 100% was considered nearly impossible.

EDUCATION, CERTIFICATIONS & TRAINING

A.S., Business Management

Macon State College, Macon, GA

Certified Business Services Officer - BB&T

Certified – Omega Performance Credit Training – BB&T – 2013

Certified – Turner School of Construction Management – 2017

Graduation Certificate – Construction Business Management Services – GHCA – 2015

Certified – Construction Accounting - Association of General Contractors – 2015

Certified – UCA Cash Flow Analysis – RMA – 2007 | Phi Theta Kappa – Macon State College

Certified – Earthcraft House Builder/Renovator – 2016 | Sterling Performance Club – BB&T

Certificate of Excellence – Excellence in Customer Service - Public Housing Authority Professionals (NFC, Inc) – 2015



Macon-Bibb County Certificate of Good Standing

Instructions: This Certificate is used to certify the tax compliance status of certain individuals or business entities with a connection to a person or business that is applying for or being considered for some privilege with the Macon-Bibb County Government. These privileges may include:

- Obtaining a building permit, plat approval, building inspection report, or certificate of occupancy
- Obtaining or renewing any alcohol or privilege license
- Being appointed to any board or position of trust requiring confirmation of the County Commission.
- Being awarded a contract through a formal competitive bid or proposal process
- Being awarded a non-competitive contract over \$50,000.00
- Registering to bid on any surplus real property sold by the Macon-Bibb County Government or the Macon-Bibb County Tax Commissioner
- Any other privilege granted by Macon-Bibb County which may require certifying tax compliance status

If **AN INDIVIDUAL OR SOLE PROPRIETORSHIP** is applying for a privilege requiring this form, then that individual must complete this Certificate using his or her name as both the applicant and the subject.

If **AN ENTITY** is applying for a privilege requiring this form, then an owner or manager must complete this Certificate using the entity's name as both the applicant and the subject; and **ONE ADDITIONAL CERTIFICATE** must be completed **FOR EACH** individual identified as an owner in the entity's Certificate.

FOR BOTH INDIVIDUALS AND ENTITIES, if the privilege requested is a building permit, plat approval, building inspection report, certificate of occupancy, alcohol license, or other privilege license, then **ONE ADDITIONAL CERTIFICATE** must be completed listing the landowner of the construction site or business location as the subject.

All required completed certificates must be submitted together. Giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: DAVID A DANZIE JR.
 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.

N/A

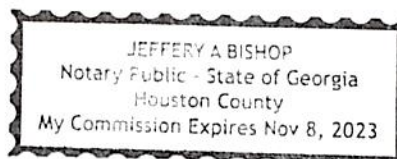
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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

DAVID DANZIE JR.
 Print and Sign Name

Sworn to and subscribed before me this
7th day of November, 2023.

Jeffery A. Bishop
 Notary Public

My commission expires: Nov. 8, 2023





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 REAPPOINTING KYLE GREENE AND AISHA ANDERSON TO SERVE AS MEMBERS OF THE MACON-BIBB COUNTY DEFINED CONTRIBUTION AND DEFERRED COMPENSATION PLAN ADMINISTRATIVE BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb Defined Contribution and Deferred Compensation Plan Administrative Board has been established pursuant to Section 2-1002 of the Macon-Bibb County Code of Ordinances; and

WHEREAS, Article VI, Section 2-1003 states the purpose of the Board shall be to administer and set policies concerning any or all defined contribution plans established for employees of the Macon-Bibb County government under Section 401(a) of the United States Internal Revenue Code, as well as any or all deferred compensation plans established for employees of the Macon-Bibb County Government under Section 457(b) of the United States Internal Revenue Code, and to select investment management options and providers for the Plans; and

WHEREAS, Macon-Bibb Defined Contribution and Deferred Compensation Plan Administrative Board shall consist of nine (9) members, with seven (7) being the members of the Pension Trustee Board for the Macon-Bibb County Pension Plan and two (2) current, active employees of the Macon-Bibb County Government who must be members of a County-sponsored 401(a) plan; and

WHEREAS, the two employees that are nominated by the Mayor can serve for a term of up to two (2) years; and

WHEREAS, Kyle Greene was first appointed to this Board in March 2022, and will complete his first term of service on December 31, 2023; and

WHEREAS, Aisha Anderson was first appointed to this Board in June 2023, and so is considered to have completed a partial term of service in 2023 for purposes of the term limit provisions in Section 2-1004(c) of the Macon-Bibb County Code of Ordinances; and

WHEREAS, Kyle Greene and Aisha Anderson have been recommended by Mayor Miller for reappointment, have expressed their interest in serving as members of the Board, and meets all rules, regulations, and requirements necessary for appointment; 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 Kyle Greene and Aisha Anderson are hereby reappointed to serve as members of the Macon-Bibb Defined Contribution and Deferred Compensation Plan Administrative Board, with said term to begin January 1, 2024, and expire on December 31, 2025.

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

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

Q:\RES MACON-BIBB\2023 Miller Reappointing Kyle Greene And Aisha Anderson To The Defined Contribution And Deferred Compensation Plan Administrative Board.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 |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING LISA BERRIAN TO SERVE AS A MEMBER OF THE MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Urban Development Authority (The Authority) was created by an act of the General Assembly of the State of Georgia which was memorialized at 1974 GA. Laws 3093 (ACT No., 1130); and

WHEREAS, pursuant to Section 3 of 1974 Act 1130, the Macon-Bibb County Urban Authority consists of seven (7) members, appointed by the Mayor, and submitted to the Macon-Bibb County Commission for confirmation; and

WHEREAS, members of the Authority shall be residents of Macon-Bibb County, and shall be at least twenty-five (25) years old, and shall serve a term of four (4) years, or until their successor is appointed and confirmed; and

WHEREAS, Lisa Berrian was first appointed in February 2023 to fill the unexpired term of Cole Thomason, and has not yet completed a full term of service on the Urban Development Authority; and

WHEREAS, Lisa Berrian has been recommended for reappointment by Mayor Lester Miller to continue to serve as a member of the Macon-Bibb County Urban Development Authority; and

WHEREAS, Lisa Berrian has expressed her desire to continue to serve, and meets all requirements necessary for reappointment; 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 Lisa Berrian is hereby reappointed to serve as a member of the Macon-Bibb County Urban Development Authority for a term of four (4) years, with said term to begin on the effective date of this resolution.

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

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

Q:\RES MACON-BIBB\2023 Miller Reappointing Lisa Berrian To Urban Development Authority .Docx

ADDED TO THE NOVEMBER 14 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 #: 92-3905192State Tax ID #: 20288849593Business Name: WELCOMB FOODCorporate and Trade Name: MURRA 6999 LLCLocal Business Address: 6999 KNOXVILLE RD, LIZELLA GA 31052
(P.O. Box Not Allowed) City State ZipMailing Address: 6999 KNOXVILLE RD, LIZELLA GA 31052
(P.O. Box Not Allowed) City State ZipLocal Business Phone #: (478) 259-3087Email Address: WELCOMBFOOD20@gmail.comContact Person: RAHUL PatelContact Phone #: (478) 796-2926**AGENT**Agent's Name: RAHULKUMAR.V. Patel 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: _____

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.

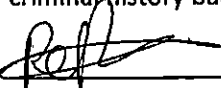
Full Name (print):	RAHULKUMAR VIRCHANDBHAI PATEL



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



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


Signature

08-2-23
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: WELCOME FOOD

Printed Name of Applicant: RATHIKUMAR. V. RYER

*Signature of Applicant: [Signature]

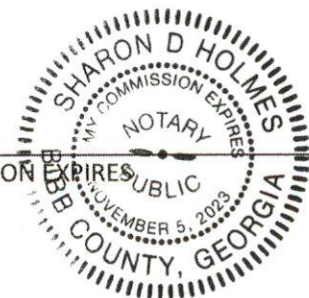
SUBSCRIBED AND SWORN BEFORE ME ON

THIS 12th DAY OF May, 20 23.

[Signature]
NOTARY PUBLIC

11/5/23

MY COMMISSION EXPIRES



Case Result | Case Status: Status Returned



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Deferred Action - Temporary Employment Authorized

SAVE Response
Details

Case
Verification
Number: 0023214172123RU
EADS
Expiration
Date: 01/23/2027
Provision
of Law
Code: C14

Agency Submitted
Details

Full Name: Rahulkumar Patel
Date of
Birth: [REDACTED]
Alien
Number: [REDACTED]
Initiated
On: 08/02/2023
Initiated
By: JWES0305
Point of
Contact
Name: Jasmine West
Point of
Contact
Phone
Number: (478) 621-6567
Requested
Benefits: Occup. Tax Cert.
Attached
Document: No

MEASUREMENT FORM

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

APPLICANT: RAHULKUMAR V. PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 6999 KNOXVILLE RD., LIZELLA

BUSINESS NAME: WELCOME FOOD

To Be Completed by County Engineer

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

☒ Comply ☐ 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 ☒ 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

☒ Not Applicable

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

Date: 5/25/2023

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.

Welcome Food

#6999 Knoxville Road

10,675' — SCHOOL GROUND property line

Westside High School

12,300' — SCHOOL BUILDING

Westside High School

14,800' — COLLEGE CAMPUS property line

Middle Georgia State University

10,750' — ALCOHOL TREATMENT CENTER building

River Edge - Emory Hwy.

31,500' — PUBLIC LIBRARY or BRANCH building

Bloomfield Library

20,550' — MHA housing unit property line

Martin Place

N/A — Vice Mart - Small Box Retail Store - Small Box Discount store

Applicant self-identifies as a

"GAS STATION"

OK!

Paul H. Hornsby
May 23, 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
127002	430639	Print Legal Ad-IPL01262410 - IPL0126241		\$45.00	1	28 L

Attention: Rahulkumar V

Rahulkumar V Patel
6999 Knoxville Rd
Lizella, GA 31052

welcomefood20@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR BEER, WINE Packaged to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the June 16, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Mudra 6999 LLC/Welcome Food, 6999 Knoxville Rd, Lizella, GA 31052. 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 June 9, 2023. Rahulkumar V. Patel, Applicant.
IPL0126241
Jun 9, 16 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:

06/09/23, 06/16/23

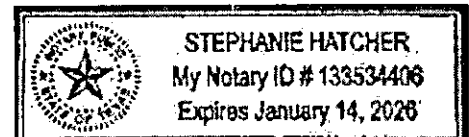
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 16th day of June 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-2023-1217	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 06/22/2023
ISSUED TO NAME:	Rahulkumar Patel	
	Welcome Food	
PROPERTY OWNER'S NAME:	SHREE GANESHAY 2020 LLC	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional	
ADDRESS OF PROPOSED USE:	7000 EISENHOWER PKWY, AKA 8999 Knoxville Rd, Macon, Georgia 31052	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	H009-0076	ZONING DISTRICT: A

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change ownership of a convenience store with alcohol packaged-to-go and fuel sales in an existing commercial building (original permit # 2020-0363). No outside storage or sales authorized. No signage change authorized by this permit; signage change shall require separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 06/22/2024.

APPROVED BY: Thomas Neaves

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.

Control Number : 23100470

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

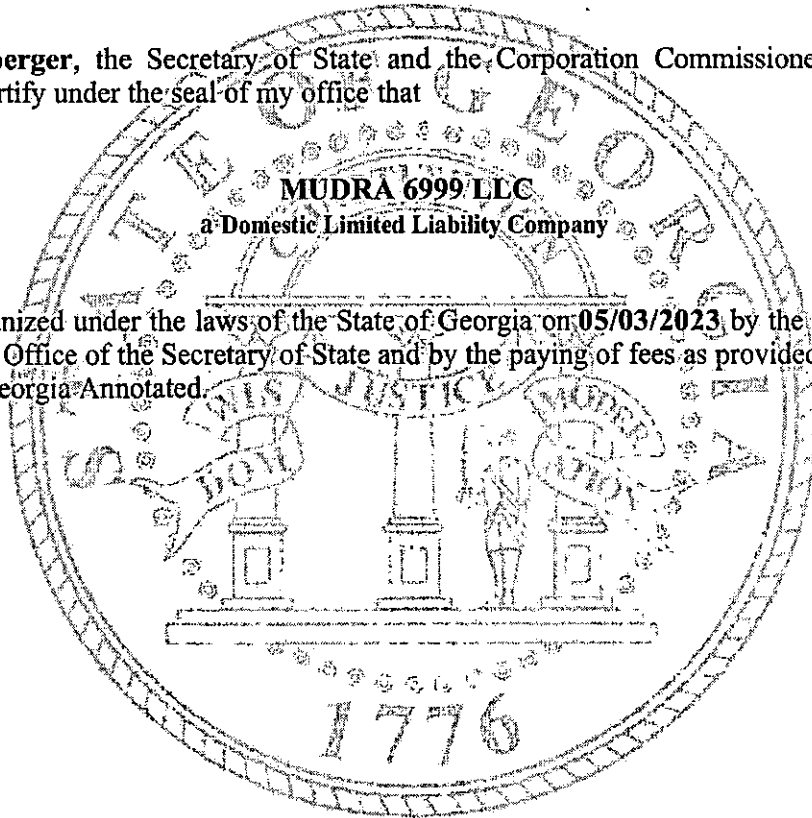
Atlanta, Georgia 30334-1530

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

MUDRA 6999 LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **05/03/2023** 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 **05/05/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 5/3/2023 5:10:04 PM

BUSINESS INFORMATION

CONTROL NUMBER 23100470
BUSINESS NAME MUDRA 6999 LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 05/03/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS 6999 KNOXVILLE RD, LIZELLA, GA, 31052, USA

REGISTERED AGENT

NAME **ADDRESS** **COUNTY**
RAHULKUMAR PATEL 6999 KNOXVILLE RD, LIZELLA, GA, 31052, USA Bibb

ORGANIZER(S)

NAME **TITLE** **ADDRESS**
RAHULKUMAR PATEL ORGANIZER 1400 GRAY HWY, APT 815, MACON, GA, 31211, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE RAHULKUMAR PATEL
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: WELCOME FOOD Name of Corporation: MURTA 6999 LLC

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

Individual:

Name and Title: RAHUL KUMAR V. Patel ^{owner} Telephone Number: (476) 796-2926

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: Rahul Kumar

Last Name: Patel

- ☐ 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.

[Signature]
Applicant's Signature

07-11-23
Date

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

This 11 day of July, 2023

Garnice W. H.
NOTARY PUBLIC



03/11/2025
MY COMMISSION EXPIRES

Rev. 7/2021



A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

rahulkumar patel

is awarded this certificate for

TIPS Georgia Off-Premise and Alcohol Delivery Training

Hours
3.00

Completion Date
05/13/2023

Expiration Date
05/12/2025

Certificate #
GA-OFF-000028793387

South Negro
Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE)

(CUT HERE)



GA Off-Premise & Delivery

Issued: 05/13/2023

Certificate #: GA-OFF-000028793387

Expires: 05/12/2025

rahulkumar patel

1400 gray highway apt 815

Macon GA 31211



Phone: 800-438-8477

www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



Rahul Kumar Patel



AH001032

ALCOHOL HANDLER

Exp. 12/31/2024

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this June day of 13, 2023

BETWEEN:

Shree Ganeshay 2020 LLC of 345 Thoroughbred Ln, Macon, GA 31216, USA
Telephone: (229) 726-8495
(the "Landlord")

OF THE FIRST PART

- AND -

Rahulkumar Virchandbhai Patel of 1400 Grey Hwy Apt 815 Macon, GA 31211
Telephone: (478) 796-2926
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means the Lands together with all buildings, improvements, equipment, fixtures, property and facilities from time to time thereon, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended

by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Lands" means the land legally described as:
 - i. Convenience Store;
- e. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- f. "Premises" means the retail store at 6999 Knoxville Rd, Lizella, GA 31052, USA and comprises a Leasable Area of 7,000.00 square feet.
- g. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

2. The Landlord agrees to rent to the Tenant the retail store municipally described as 6999 Knoxville Rd, Lizella, GA 31052, USA (the "Premises") and comprises a Leasable Area of 7,000.00 square feet.
3. The Premises will be used for only the following permitted use: Retail C-Store (the "Permitted Use").

4. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Retail C-Store.
5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.
6. The Premises are provided to the Tenant without any fixtures, chattels or leasehold improvements.

Term

7. The term of the Lease commences at 12:00 noon on June 13, 2023 and ends at 12:00 noon on June 13, 2028 (the "Term").
8. Notwithstanding that the Term commences on June 13, 2023, the Tenant is entitled to possession of the Premises at 12:00 noon on June 12, 2023.
9. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.
10. Upon 30 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
11. Upon 60 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days' notice.

Rent

12. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$6,500.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
13. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at 345 Thoroughbred Ln, Macon, GA 31216, USA, or at such other place as the Landlord may later designate.

Commercial Lease Agreement

14. The Tenant will be charged an additional amount of \$100.00 per day for any Rent that is received after the due date.
15. The Tenant will be given a grace period of 5 days to pay Rent before late payment fees are charged.
16. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Operating Costs

17. In addition to the Base Rent and as Additional Rent, without setoff, abatement or deduction, the Tenant will pay Triple Net Lease (the "Operating Costs").
18. The Tenant will pay to the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

Landlord's Estimate

19. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in an equal consecutive monthly installment throughout the applicable period with the monthly installment of Base Rent. With respect to any item of Additional Rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the Term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make

available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the installment paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Use and Occupation

20. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
21. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
22. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

23. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

24. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove

and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

25. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

26. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
 - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

- c. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
 - 1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections and Landlord's Right to Enter

27. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
28. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs. Except where the Landlord or its agents consider it an emergency, the Landlord will provide the Tenant with written notice 24 hours prior to entering.

Renewal of Lease

29. 5 Year Renewal with 15% increased rent.

Tenant Improvements

30. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
 - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
 - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

31. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, internet and cable.
32. The Tenant will also pay for the following utilities and other charges in relation to the Premises: Triple Net Lease meaning tenant or lessee promises to pay all the expenses of the property, including real estate taxes, building insurance, and maintenance. These expenses are in addition to the cost of rent and utilities.

33. The Tenant has to abide the Environmental rules and regulations regarding underground storage tanks, lines, piping, and fuel dispensers. This includes yearly testing required by law.

Insurance

34. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
35. The Tenant is responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss for the benefit of the Landlord.
36. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
37. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
38. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Abandonment

39. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

40. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of twelve (12%) percent per annum from the due date until paid.

Governing Law

41. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Georgia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

42. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Georgia (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

43. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

44. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Additional Provisions

45. The tenant cannot sell the business to third party without the notarized documentation containing landlord's signature.

Care and Use of Premises

46. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
47. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
48. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
49. The Tenant will not engage in any illegal trade or activity on or about the Premises.
50. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

51. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

52. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive other than the landlord premises that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

53. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

54. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
55. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

Commercial Lease Agreement

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56. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
57. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
58. Time is of the essence in this Lease.
59. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 22 day of

June, 2023

Ahan Hahn
(Witness)

(Witness)

[Signature]
Shree Ganesha 2020 LLC (Landlord)

Per: [Signature] (SEAL)

SHARON D. HOLMES, Notary Public, Bibb County, Georgia, Commission Expires November 3, 2024

[Signature]
Rahul Kumar Virchandbhai Patel (Tenant)

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.

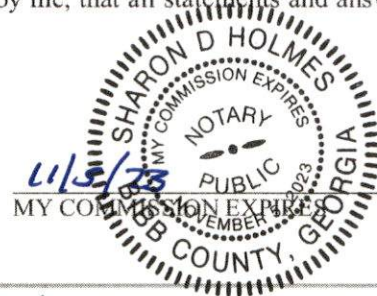
Agent's Signature: *RLS* Date: 05/12/23

Business Name WELCOME FOOD

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

This 12th day of May, 2023

Sharon Holmes
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: *RLS* Date: 05/12/23
(If different from Agent)

Title: owner

Business Name: WELCOME FOOD

I hereby certify that RAHULKUMAR V. PATEL (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 12th day of May, 2023

Sharon Holmes
NOTARY PUBLIC



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: WELCOME Food

Business Address: 6999 12thville Rd LIZELLA GA 31052

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

05/12/23
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: Welcome Food

Business Address: 6949 Knobsville Rd Lizella GA 31052

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

06/23/2023
Date

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



Applicant/Agent Signature

06/23/23

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

RAHul Kumar V. Patel

Print Name

05/12/23

Date



Alcohol License Questionnaire

Name of Business: WELCOME Food
 Owner's Name: RAHULKUMAR - V. Patel
 Address: 6499 Wmaxville Rd
Lithia GA 31052

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 ☒

RAHULKUMAR - V. Patel
 Printed Name of person completing form

[Signature]
 Signature of person completing form

05/12/23
 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: WELCOME ROAD

Business Address: 6999 WOODVILLE RD LILLET GA 31052

☒ **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

05/12/23
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

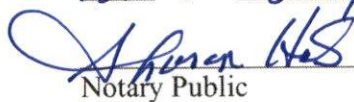
1. Name and Title of the applicant: RAHUL KUMAR V. PATEL (owner)
2. Name of the subject of this Certificate, if different from the applicant:
RAHUL KUMAR V. PATEL
3. Benefit or privilege for which the applicant is applying (mark one):

☐ 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: _____	

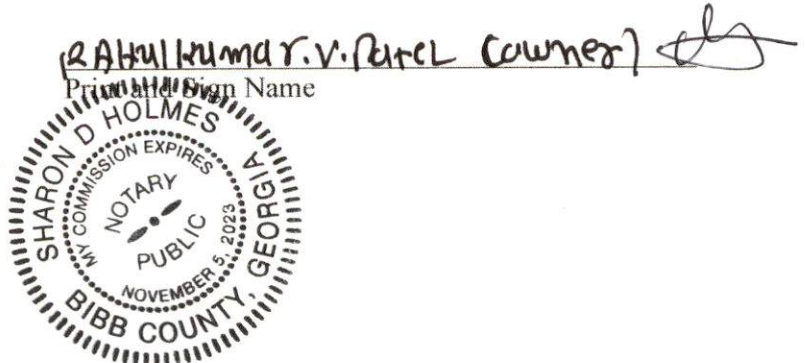
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 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
12th day of May, 2023.


Notary Public

My commission expires: 11/5/23



Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: MORRAL R. PATEL (owner) Property owner
2. Name of the subject of this Certificate, if different from the applicant:
MORRAL R. PATEL
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.

M. M. Patel
Print and Sign Name

Sworn to and subscribed before me this
17th day of May, 2023.

[Signature]

Notary Public

My commission expires: 11/5/23



Page 2 of 2

Rev. April 2022
See O-22-0011



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

Reviewed By: _____

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Rahulkumar Patel fingerprinted 10/10/23

Business Name: Mudra 6999 LLC dba Welcome Food

Business Address: 6999 Knoxville Road, Lizella, GA 31052

After investigation, I recommend that the license requested herein be:		
Granted	Signed by: <u>David J. Davis</u> Sheriff, Macon-Bibb County, Georgia 1C561778CDEE414...	10/23/2023 _____ Date
Denied	_____ Sheriff, Macon-Bibb County, Georgia	_____ Date

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

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 11/9/2023 (Date) ^{DS}
SD (Initials)

Comments

Updated engineering affidavit in November. Legal recommends approval.

Initials

^{DS}
SF Stephanie Freeman, Administrative Office Specialist

ATTACHED TO THE NOVEMBER 14TH 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

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
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

\$ 1500 Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ 1900

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.

+ 100 (T)
 25
 2025

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 of 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 #: 93-2421059 State Tax ID #: 308880966Business Name: Nishu Food mart Corporate and Trade Name: Nishu 2023 LLCLocal Business Address: 2243 Shurling Dr Macon GA 31211
(P.O. Box Not Allowed) City State ZipMailing Address: 2243 Shurling Dr Macon GA 31211
(P.O. Box Not Allowed) City State ZipLocal Business Phone #: (478)-553-4735 Email Address: kirit1963123@gmail.comContact Person: Kiritkumar Patel Contact Phone #: () 478-234-4179**AGENT**Agent's Name: Kiritkumar Patel 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: Kiritkumar patel Title: owner

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): Kirit Kumar Kanti Patel



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



I, Kirit Kumar Patel, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

K.K.P
Signature

9/1/23
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

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: Nishu Food mart
Printed Name of Applicant: Kirith Kumar Patel
*Signature of Applicant: K.K.P

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 1st DAY OF September, 20 23.

[Signature]
NOTARY PUBLIC

February 1st 2026
MY COMMISSION EXPIRES



Case Result | Case Status: Status Returned



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized
The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the [Guide to Understanding SAVE Verification Responses](#) for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number:	0023276190920SU
COA Code:	F31
Country of Birth:	IND-INDIA
Date Admitted To:	INDEFINITE

Agency Submitted Details

Full Name:	Kiritkumar Patel
Date of Birth:	
Alien Number:	
Initiated On:	10/03/2023
Initiated By:	JWES0305
Point of Contact Name:	Jasmine West
Point of Contact Phone Number:	(478) 621-6567
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

MEASUREMENT FORM

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

APPLICANT: KIRITKUMAR PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 2243 SHURLING DR.

BUSINESS NAME: NISHU FOOD MART

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

Date: 7-31-2023

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.

Nishu Food Mart

#2243 Shurling Dr.

3,600' — SCHOOL GROUND property line

Clifton Ridge Middle School

4,875' — SCHOOL BUILDING

MLK Jr. Elementary

16,300' — COLLEGE CAMPUS property line

Mercer University

#433 Cherry Street

13,300' — ALCOHOL TREATMENT CENTER building

River Edge - Emery Hwy.

2,300' — PUBLIC LIBRARY or BRANCH building

Shurling Branch

6,800' — MHA housing unit property line

Davis Homes

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store

Applicant self-identifies as a:

"GAS STATION"

OK!

Paul J. Hornowski
July 29, 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
68105	465647	Print Legal Ad-IPL01392820 - IPL0139282		\$46.36	1	29 L

Attention: KIRITKUMAR PATEL

RELIANCE FOOD MART
3590 NAPIER AVE
MACON, GA 31204

KIRIT1963123@GMAIL.COM

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR BEER WINE/Packaged to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the September 19, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as NISHU 2023 LLC/NISHU FOOD MART, 2243 SHURLING DR. MACON, GA 31211. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This September 12, 2023. Kirit Kumar Patel, Applicant
IPL0139282
Sep 12, 19 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:

09/12/23, 09/19/23

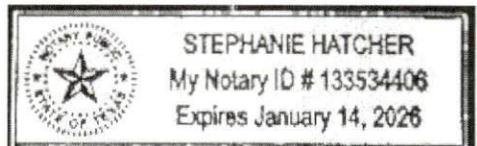
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Semon

Sworn to and subscribed before me this 19th day of September 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-2023-1728	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 08/30/2023
ISSUED TO NAME:	Kiritkumar Patel	
	Nishu Food Mart	
PROPERTY OWNER'S NAME:	GDP PROPERTIES LLC	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional c-store	
ADDRESS OF PROPOSED USE:	2243 SHURLING DR	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	T062-0196	ZONING DISTRICT: C-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

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

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 08/30/2024

APPROVED BY: Thomas Neaves

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.

Control Number : 23143424

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

NISHU 2023 LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **06/30/2023** 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 **07/05/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 6/30/2023 1:44:16 PM

BUSINESS INFORMATION

CONTROL NUMBER	23143424
BUSINESS NAME	NISHU 2023 LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	06/30/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	2243 SHURLING DR, MACON, GA, 31211, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
KIRITKUMAR PATEL	2243 SHURLING DR, MACON, GA, 31211, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
KIRITKUMAR PATEL	ORGANIZER	

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	KIRITKUMAR PATEL
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: Nishu Food mart Name of Corporation: Nishu 2023 LLC

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

Individual:

Name and Title: Kiritkumar Patel Telephone Number: () 478-234-4171

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: Kirit Kumar

Last Name: Patel

- ☐ 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.

K.K.P
Applicant's Signature

9/2/23
Date

I hereby certify that Kirit Kumar Patel signed his name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 1st day of September, 20 23

[Signature]
NOTARY PUBLIC



February 1st 2026
MY COMMISSION EXPIRES

Rev. 7/2021





Kiritkumar Patel



AH001086

ALCOHOL HANDLER

EXP: 12/31/2024

COMMERCIAL LEASE CONTRACT

STATE OF GEORGIA

This lease, made and entered into as of the 15 day of MAY, 2023, by and between **GDP Properties, LLC**, first party, (hereinafter called "Lessor"); and **Pankajumar K. Patel**, second party, (hereinafter called "Lessee");

WITNESSETH:

Premises

1. The Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Lessee, has leased and rented, and by these presents does lease and rent, unto the Lessee, and the Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, that certain land and improvements thereon located in Bibb County, Georgia known as 2243 Shurling Dr., Macon, Georgia and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Leased Premises").

The Lessor, for no additional consideration, also leases and rents, and by these presents does lease and rent, unto the Lessee, all equipment and personal property of the Lessor presently located on the Leased Premises, including that equipment listed on Exhibit "B" attached hereto and incorporated herein by reference.

Term

2. To have and to hold the same for a term commencing May 15, 2023 and ending, unless sooner terminated or extended as herein provided, on March 31, 2028.

Rental

3. The Lessee covenants and agrees to pay to Lessor during the Term, at 136 Aston Hall, Macon, Georgia, 31210, or at such other place as Lessor may from time to time specify by notice given pursuant to Section 24 hereof, without notice or demand, and without abatement, reduction, or setoff except as expressly provided herein, a monthly base rental, payable each month in advance beginning upon commencement of the Term. The monthly base rental shall be FIVE THOUSAND EIGHT HUNDRED Dollars (\$5800.00) per month. Rental shall be due and payable on the first day of each month in advance and is to be made to the Lessor at the address provided herein, or at such other address as shall be furnished the Lessee by the Lessor in writing.

In the event this lease is in effect for any part of a calendar month, the rent shall be prorated for that month. Any rental payment which is not made within ten (10) days of the date it is due shall be subject to a late fee assessment of five percent (5%) of the amount of the delinquent payment, and shall bear interest at the rate of eighteen percent (18%) per annum on the unpaid amount beginning ten (10) days after the same becomes due.

Except as otherwise provided herein, as additional rent Lessee covenants to pay when due all costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises which may arise or become due during the Term of this lease (including, without limitation, all utility charges imposed or incurred with respect to the occupancy or operation of the Leased Premises), and Lessee does hereby agree to indemnify Lessor against, and to hold, save and defend the Lessor harmless




from and against, all such costs, expenses and obligations. Lessee further covenants and agrees with Lessor that Lessee shall not be entitled to any abatement, deduction, deferment, suspension, or reduction of, or setoff, defense, or counter-claim against, any rent, additional rent, charges or other sums payable by Lessee under this lease, it being the express intention and understanding of the Lessor and Lessee that the covenants and obligations of the Lessor and Lessee hereunder shall be for all purposes separate and independent.

Definitions

4. "Lessor" as used in this lease shall include first party, its representatives, assigns and successors in title to premises. "Lessee" shall include second parties, their heirs and representatives, successors, assignees and sublessees. "Lessor" and "Lessee", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

Utility Bills

5. Lessee shall pay all utility bills, including without limitation, water, sewer, gas, garbage collection, electricity, fuel, light, heat, power bills and sprinkler system service charges (if any) for Leased Premises, or used by Lessee in connection therewith. If Lessee does not pay the same, Lessor may pay the same and such payment shall be added to the rental of the Leased Premises.

Use of Premises

6. The Lessee may use and occupy the Leased Premises only for the operation of a convenience store with prepared food sales, and shall not use or knowingly permit any part of the Leased Premises to be used for any unlawful purpose. Specifically, but without limitation, the Leased Premises shall not be used for the storage or sale of motor vehicles, rental trailers, or similar items. There shall be no change in the contemplated use of the Leased Premises by the Lessee without the written consent of Lessor. Neither the Leased Premises nor the business operated on the Leased Premises shall be used or operated in violation of any applicable law, rule, regulation, or ordinance of any governmental body or agency whose authority extends to the Leased Premises, nor in any manner so as to create a nuisance or trespass on nearby property. Both the Leased Premises and the business operated on the Leased Premises shall be conducted and operated in accordance with the terms and provisions of the contract between the Lessor and its supplier of petroleum products for the location, whether now existing or hereafter in effect.

Abandonment of Leased Premises

7. Lessee agrees not to abandon or vacate Leased Premises during the period of this lease.

Repairs

8. The Lessee shall be responsible for the maintenance, repair and upkeep of the building and parking lot on the Leased Premises, including, without limitation, the exterior and interior portions of all doors, windows and glass within the Leased Premises, the HVAC system, the plumbing system, fixtures, and the exterior and interior walls, floors, ceilings and roof, including, without limitation, compliance with applicable building codes. The Lessor shall not be responsible for any repairs to, or replacement or maintenance of the Leased Premises, or any improvements thereon. The Lessee, throughout the

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Term of this lease, shall at its expense maintain in good order and repair the Leased Premises, including the personal property, and to replace as necessary any equipment which during the Term becomes inoperable. If the Lessee refuses or neglects to commence or complete repairs or maintenance properly and adequately, the Lessor may, at its option, make or complete such repairs and require Lessee to reimburse for the cost thereof.

Taxes

9. The Lessee shall pay as additional rental during the Term of this lease any ad valorem taxes assessed against the property by any state, county, or municipal government against the property of the Lessor of which the Leased Premises are a portion, together with any improvements thereon (excepting only the motor fuel dispensing equipment), or fixtures, which are attributable to any improvements to the Leased Premises. In the event of the occupancy of the Leased Premises in any year for less than the entire calendar year, taxes for that year shall be pro-rated, and the Lessee shall pay to the Lessor its proportionate share upon demand by the Lessor.

Indemnity

10. Lessee agrees to indemnify and save harmless the Lessor against all claims and demands for damages to persons or property by reason of the use or occupancy of the Leased Premises or arising from any act or omission by Lessee, or its contractors, licensees, agents, servants or employees, or arising from any accident, injury or damages whatsoever caused to any person or property occurring in, on or about the Leased Premises or any part of them, and all expenses incurred by Lessor because thereof, including attorneys' fees and court costs. Lessee agrees to maintain at its own cost insurance in an amount not less than \$3,000,000 with recognized insurance companies in good standing in the state of Georgia with Lessor and Lessee named as insureds to insure the Lessor against any and all claims for injuries or damages to persons or property, or deaths of persons, occurring in or about the Leased Premises or by reason of the use and occupancy of the Leased Premises including attorneys' fees and court costs. Lessee further agrees to furnish to Lessor proof of said insurance on request and in any event at least on an annual basis. Upon the failure of Lessee to furnish evidence of said insurance, Lessor, in addition to any other remedy it may have under this agreement may purchase such insurance and charge the premium therefor as additional rental to Lessee.

The Lessee further agrees to maintain at its own cost insurance on the Leased Premises against fire and other casualty with a recognized insurance company in good standing in the state of Georgia in an amount equal to or greater than the fair market value of the property, including improvements thereto, which the parties stipulate as of the commencement date to be not less than _____ with the Lessor and Lessee named as loss payees. Such insurance shall provide for coverage on a replacement cost basis and shall contain broad form coverage against all perils written, and shall be for a period of not less than one (1) year and shall provide that the policy of insurance is non-cancelable and may not be reduced without at least thirty (30) days prior written notice to Lessor and to any mortgagee of Lessor. Not less than thirty (30) days prior to the expiration of any such policy of insurance, Lessee will deliver to Lessor a certificate evidencing a renewal or new policy to take the place of the policy expiring and which complies with the provisions of this paragraph. In the event Lessee shall fail to procure and maintain all such required insurance coverages hereunder and to deliver certificates and/or policies therefor to Lessor as provided in this paragraph, Lessor shall be entitled, at its option, to procure and maintain any or all of such insurance coverage and the cost therefor, together with interest accruing thereon at the rate of eighteen percent (18%) per annum, shall be payable by Lessee to Lessor upon receipt of demand therefor.

If, during the Term of this lease, the Leased Premises, or any portion thereof, are destroyed or damaged by fire or any other casualty or occurrence whatsoever, Lessee shall as promptly as practicable notify Lessor in writing as to the nature and extent of such damage or loss. If the effect of




such fire or other casualty or occurrence is to render any of the Leased Premises wholly or partially unfit for use and occupancy, the rent shall not be suspended or abated until this lease shall be terminated pursuant to the provisions of this paragraph. The Lessee shall not by reason of its inability to use all or any portion of the Leased Premises during any period in which the Leased Premises are damaged or destroyed, or are being repaired, rebuilt, restored or replaced, nor by any reason of the payment of any cost of such repair, rebuilding, restoration or replacement, be entitled to any reimbursement or payment whatsoever from Lessor, or to any abatement or diminution of the rent payable under the terms of this agreement.

In the event of any such damage or destruction, unless this lease is terminated as hereinbelow provided, Lessor shall reconstruct, restore, or repair the damaged portions of the Leased Premises to a condition substantially equivalent to its former condition and Lessee shall pay the entire cost (including, without limitation, all hard and soft costs), thereof out of the insurance proceeds recovered by Lessee on account of such damage or destruction; the Lessee shall pay the Lessor any deficiency between the cost of such reconstruction and the amount of the insurance proceeds recovered by Lessee. If, however, Lessor reasonably estimates that the Leased Premises can not be fully restored within one hundred eighty (180) days of the date on which Lessor receives notice of such damage or destruction from Lessee, Lessor shall give notice thereof to Lessee and either Lessor or Lessee shall be entitled to terminate this lease with respect to said Leased Premises within thirty (30) days of the date of such notice by giving notice of such election to the other, in which event the obligation of the Lessee to pay rent beyond such date shall terminate. In such event, Lessee shall pay to Lessor insurance proceeds recovered by Lessee paid in connection with the reconstruction or repair of the Leased Premises without regard to whether or not Lessor, in fact, elects to so restore the Leased Premises despite termination of this lease.

Governmental Orders

11. Lessee agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of the Lessee's occupancy of said Leased Premises. Lessor agrees to promptly comply with any such requirements if not made necessary by reason of Lessee's occupancy. It is mutually agreed, however, between Lessor and Lessee, that if in order to comply with such requirements the cost to Lessor or Lessee, as the case may be, shall exceed a sum equal to one year's rent for the Leased Premises, then Lessor or Lessee who is obligated to comply with such requirements is privileged to terminate this lease by giving written notice of termination to the other party, by certified mail, return receipt requested, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

Condemnation

12. (a) In the event the title to all or such a substantial portion of Leased Premises as to materially and permanently impair Lessee's operations on said Leased Premises shall be taken during the Term of this lease under the exercise of the power of eminent domain (including by sale in lieu thereof) by any person or entity having the power of eminent domain, Lessee may, by written notice to Lessor within thirty (30) days of such taking, elect to terminate this lease with respect to the Leased Premises as of the date that title to the Leased Premises, or such portion thereof, passes to such person or entity. In the event of such termination, Lessee shall be entitled to a refund of any rent paid by Lessee relating to any period after such date of termination.
- (b) In the event such taking does not materially and permanently impair Lessee's operations on the Leased Premises, or, if such be the case and Lessee does not elect to terminate this

lease pursuant to Paragraph 12(a) above, then rent payable under Paragraph 3 hereof shall be fairly and equitably reduced and to the extent of any net condemnation award paid to Lessor, Lessor shall, insofar as practicable, forthwith restore any portion of the Leased Premises affected by such taking to a condition which would permit the remainder of the Leased Premises to be used by Lessee for the purpose herein demised.

- (c) In the event of any such taking of the Leased Premises, all compensation awarded with respect to Lessor's fee estate and interest therein shall belong to and be the sole property of Lessor, without any participation by Lessee.
- (d) Lessor shall conduct any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof. Lessee shall be entitled to participate in any such proceeding in connection with the prosecution of any separate claim which Lessee may have under applicable law.

Assignment and Subletting

- 13. Lessee may not sublet the Leased Premises or assign the lease agreement without the Lessor's written consent, except that the Lessee may assign the lease agreement to any corporation, limited liability company, or other legal entity of which the undersigned owns the entire beneficial interest on the condition the transferee assumes in writing all of Lessee's obligations hereunder and agrees to be bound by the terms and provisions hereof from the effective date of the assignment; provided, however, that in the event of such an assignment or in the event of any other assignment or sublease to which the Lessor's written consent is given the Lessee shall not be relieved of any obligations hereunder.

Removal of Fixtures

- 14. Lessee may install equipment, furniture and trade fixtures in and upon the Leased Premises. Lessee may, if not in default hereunder, prior to the expiration of this lease or any extension thereof, remove all fixtures, furniture and equipment installed by it, other than and exclusive of air conditioning, air ventilating and heating fixtures and equipment, plumbing and plumbing fixtures, and electrical wiring which Lessee has placed in the Leased Premises, provided that the Lessor has not paid for such fixtures, furniture and equipment and provided further Lessee repairs all damage to the Leased Premises caused by such removal. Except as otherwise provided herein, upon termination or expiration of this lease the Lessee shall surrender the Leased Premises in their original condition, except for normal wear and tear and permitted alterations. The Lessee shall surrender the Leased Premises and all leased personal property in their original condition, except for normal wear and tear and permitted alterations, and shall also surrender any equipment or other personal property which has been procured by the Lessee as replacement for any equipment which is no longer in good operating condition, as provided in Paragraph 8 hereof.

Inspection

- 15. Lessor may enter upon the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises.

Exterior Signs

- 16. Lessor acknowledges and agrees that the Lessee shall be entitled to install on the Leased Premises various signs advertising the business of Lessee which are permitted by applicable zoning ordinances and private restrictions. Said signs shall at all times be deemed personal property and shall not by any reason of attached or in connection with any realty become or be deemed a fixture or

appurtenance to such realty and shall at all times be severable therefrom, free of any claim or right of Lessor. Upon termination of this agreement or any extension or renewal thereof, Lessee shall have the right to remove any such signs from the Leased Premises, and Lessor agrees to peaceably surrender and deliver possession thereof.

Entry for Carding, Etc.

17. Lessor may card Leased Premises, "For Rent", or "For Sale" thirty (30) days before the termination of this lease. Lessor may enter the Leased Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Lessor under the terms hereof, or to make repairs to Lessor's adjoining property, if any.

Effect of Termination of Contract

18. No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Lessor's right to collect rent for the period prior to termination thereof.

Mortgagee's Rights

19. Lessor agrees that Lessee may assign or otherwise pledge its interest in the Leased Premises as collateral for any indebtedness of it, in which event the Lessor shall execute and deliver with Lessee any such documents as may be necessary or reasonably required by any lending institution to insure the priority of the interest of such lending institution in the Lessee's interest in said property; to afford any such financial institution of which Lessor has notice reasonable opportunity to correct any default by the Lessee under the terms of said lease within thirty (30) days from notice of the same to such financial institution before the Lessor declares any default hereunder or exercises any rights or privileges with respect to such default; and to insure that the financial institution, or any assignee of the same, enjoys peaceable and undisturbed possession of the Leased Premises provided the lease is not then in default.

The Lessee agrees to subordinate its leasehold estate to future mortgages or encumbrances against the property on the condition that it is first furnished with non-disturbance agreements providing that so long as the Lessee is not in default under this agreement the Lessee shall not be disturbed in its peaceful enjoyment of the Leased Premises pursuant to the terms of the agreement, and agreeing that this agreement shall not be terminated or otherwise affected in the event of foreclosure, sale or default under such mortgage or encumbrance.

Holding Over

20. If Lessee remains in possession of the Leased Premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at will at the rental rate in effect at end of lease; and there shall be no renewal of this contract by operation of law. In such event, the Lessee shall be subject to eviction upon fifteen (15) days written notice by Lessor.

Attorneys' Fees and Homestead

21. In the event of any default by Lessee, Lessee shall pay to Lessor in addition to all other damages, all costs and expenses of collection and a sum equal to 15% of such other damages as reasonable attorneys' fees, if such damages are collected through any attorney at law.

Rights Cumulative

22. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

Remedies upon Default

23. The Lessee shall be in default of this lease upon its failure to pay any rent or any other monetary sum due by Lessee as and when due and the failure of the Lessee to cure such default within ten (10) days after written notice thereof; the failure of the Lessee to perform any other provision of this lease if the failure to perform is not cured within ten (10) days after written notice has been furnished to the Lessee or, if the default can not reasonably be cured within that ten (10) day period, if the Lessee fails to commence to cure the default within that ten (10) day period, fails thereafter to diligently and in good faith continue to cure the default, or fails to cure such default within sixty (60) days of the date of such notice; or if the Lessee should breach any other contract or agreement with the Lessor, including any motor fuel sales agreement and should fail to cure that default within the time provided herein. In the event of such uncured default, the Lessor shall have the option: (i) to immediately re-enter upon and remove all persons and property from the Leased Premises, storing said personal property in a public warehouse or elsewhere at cost of, and for the account of, Lessee. Such reentry or taking possession of the Leased Premises by the Lessor shall not be construed as an election on its part to terminate this lease. In such event, the Lessee, as Lessee's agent, without terminating the lease, may rent the Leased Premises at the best price obtainable by reasonable effort, upon such terms as Lessor deems proper, in which event the Lessee shall be liable to the Lessor for the deficiency, if any, between Lessee's rent hereunder and the price obtained by Lessor on reletting; (ii) to collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or to enforce by suit or otherwise any other term or provision hereof on the part of the Lessee required to be performed; or (iii) to terminate this lease agreement, in which event the Lessee shall surrender immediate possession of the Leased Premises to the Lessor, and pay all expenses Lessor may incur by reason of the default, including the cost of recovering the Leased Premises, and including:
1. the value of the unpaid rent which has been earned at the time of termination; and
 2. the value of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have reasonably been avoided; and
 3. the value of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and
 4. any other amount necessary to compensate the Lessor for all reasonable expenses of Lessor in enforcing its remedies and reletting the Leased Premises, including the cost of non-structural alterations and renovations.

Notices

24. All notices, requests, demands, approvals, consents and other communications authorized or required hereunder shall be in writing and shall be deemed to have been sent and received (i) in the case of mail notice, two days after the notice is deposited in the United States mail, by certified mail, return receipt requested, with sufficient postage affixed and properly addressed to the recipient's notice address, or (ii) for delivered notice, on the day notice is delivered to the street address of the other party (or if such date is not a business date, on the next business day). The notice addresses of the parties are as follows (subject to the right of either party to change the person or place in its

notice address by notice given pursuant to this paragraph, in which event a street address must be specified in addition to any post office box which is designated):

Lessor: GDP Properties, LLC
c/o Pinki Patel
136 Aston Hall
Macon, GA 31210

Lessee: Pankajumar K. Patel
505 Bellerive Ct.
Macon, GA 31216

Joint and Several Liability

25. The liability of the lessees to the Lessor hereunder is joint and several.

Entire Agreement

26. This contract contains the entire agreement of 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.

Recording in Short Form

27. The parties agree to execute a memorandum or short form of this Lease in recordable form and on such terms as are acceptable to Lessor and Lessee.

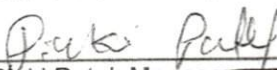
Special Stipulations

28. Lessee agrees to honor the fuel supply agreement Lessor has in place at the start of this lease. Lessee may not sign any other ATM, fuel supply or COAM contract or agreement without written permission from Lessor.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in duplicate, the day and year first above written.

LESSOR:

GDP PROPERTIES, LLC:


Pinki Patel, Manager



LESSEE:

Pankajumar K. Patel

Pankajumar K. Patel



ES

P-3

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES

See

P.P.

EXHIBIT "A"

All that tract or parcel of land situate, lying and being in Land Lot 26 of the Macon Reserve East, Bibb County, Georgia, and being more particularly described as follows: Commencing on the easterly side of New Clinton Road where the same is intersected by the southerly line of the relocated Lower Milledgeville Road (SAP 168OC) thence in a southeasterly direction along said New Clinton Road a distance of 77.7 feet to a concrete right of way marker; thence in a northeasterly direction with an internal angle of $95^{\circ}12'$ a distance of 231.2 feet; thence in a northwesterly direction with an internal angle of $83^{\circ}49'$ a distance of 185.5 feet to the southerly side of said relocated Lower Milledgeville Road; thence in a southwesterly direction along the curvature of said relocated Lower Milledgeville Road a distance of 243.4 feet to the point of beginning.

There is excepted from the above described property that portion of the same deeded to the Georgia Department of Transportation on May 15, 1978 for highway right of way purposes which appear of record in Deed Book 1328, Page 311 and 314, said Clerk's Office and also that portion of the same deed to the Department of Transportation on March 23, 1988, by deed recorded in Book 1703, Page 66, said Clerk's Office. Said property is conveyed subject to the conveyance of access rights to the Department of Transportation by an instrument of record in Deed Book 1699, Page 593, said Clerk's Office.

This property is currently designated as 2243 Shurling Drive, Macon, GA
Tax Parcel #T062-0196

DSHIPATTERSONISO TO GDP/LWD TO GDP

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EXHIBIT "B"
EQUIPMENT

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: K.K.P Date: 9/2/23

Business Name Nishu Food mart

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

This 1st day of September, 2023

 NOTARY PUBLIC February 1st 2026

Owner/Individual Certification

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

Individual/Owner's Signature: K.K.P Date: 9/2/23
 (If different from Agent)

Title: owner

Business Name: Nishu Food mart

I hereby certify that Kirit Kumar Patel (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 1st day of September, 2023

 NOTARY PUBLIC February 1st 2026

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Nishu Food Mart

Business Address: 2243 Shurding Dr. Marietta GA 30121

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.

K. K. P
Applicant/Agent Signature

9/1/23
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.

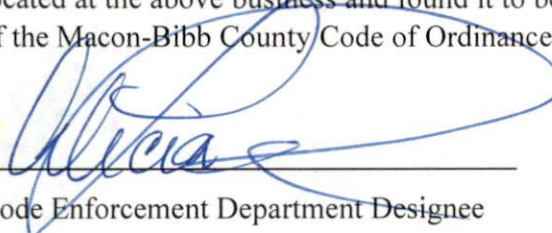
Business Name:

Nishu Food Mart

Business Address:

2243 Shurding 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

9/29/23
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.

K.K.P
Applicant/Agent Signature

9/1/23
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>K.K.P</u>	<u>Kiritkumar Patel</u>	<u>9/1/23</u>
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Nishu Food mart
 Owner's Name: Kishitkumar Patel
 Address: 2243 Shelling Dr Macon, GA, 31211

1. Do you own or are you leasing your business location? ☐ Own ☒ Lease
2. If you purchased the building, what was the final sale price as reflected in public records? \$ _____
3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
- Please circle one: Relation, see below No Relation
-
4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No
5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No
6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No
7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☐ Yes ☒ No

Kishitkumar Patel
 Printed Name of person completing form

K.K.P
 Signature of person completing form

9/2/23
 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: Nishu Food Mart

Business Address: 2243 Shurding 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

K.K.P
Applicant/Agent Signature

9/2/23
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.

X 1.	Kirit Kumar Patel	06/01/1963	
	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 #
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	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: Kiritkumar Patel

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: <u>Beer and wine</u>	

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.

Kiritkumar Patel K.K.P
Print and Sign Name

Sworn to and subscribed before me this

1st day of September, 2023.

[Signature]

Notary Public

My commission expires:

February 2nd 2026



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: Kiritkumar Patel

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: <u>Beer and wine</u>	

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.

Kiritkumar Patel K.K.P
Print and Sign Name

Sworn to and subscribed before me this

1st day of September, 2023.

[Signature]
Notary Public

My commission expires:

February 1st 2026



Macon-Bibb County Certificate of Good Standing

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

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

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.

Pinki Patel Pinki Patel
Print and Sign Name

Sworn to and subscribed before me this
1st day of September, 2023.

[Signature]
Notary Public

My commission expires: February 1st 2026

Page 2 of 2



Rev. April 2022
See O-22-0011



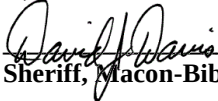
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Kiritkumar Kantilal Patel – Prints Completed: 10/07/2023

Business Name: Nishu 2023 LLC dba Nishu Food Mart

Business Address: 2243 Shurling Drive, Macon, GA 31211

After investigation, I recommend that the license requested herein be:		
DocuSigned by:	10/13/2023	
Granted	 Sheriff, Macon-Bibb County, Georgia	_____
Denied	1C561778CDEE414...	_____
	Sheriff, Macon-Bibb County, Georgia	_____

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 11/9/2028 (Date) ^{DS}
SD (Initials)

Comments

Sublease provided to legal by applicant.
Engineering affidavit updated in November.
Legal recommends approval.

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 ACCEPTING THE RECOMMENDATION OF FACILITIES MANAGEMENT TO DENY THE REQUEST FOR THE INSTALLATION OF ADDITIONAL STREET LIGHTS AT THE INTERSECTION OF MIKADO AVENUE AND GRADY STREET PURSUANT TO ARTICLE X OF CHAPTER 29 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, by virtue of Article IX, Section IV, Paragraph II of the Constitution of Georgia, and pursuant to Section 29-201 et. seq. of the Macon-Bibb County Code of Ordinances, the Macon-Bibb County Commission is authorized to install, operate and maintain all approved residential street lights located on public streets in Macon-Bibb County, Georgia; and

WHEREAS, Section 29-201, et seq., of the Macon-Bibb County Code of Ordinances outlines the requirements for requests for installation of street lighting for existing public streets, existing private streets and new developments; and

WHEREAS, on or about August 20, 2023, Facilities Management received a request for review of lighting conditions and the installation of additional street lighting at or near the intersection of Mikado Avenue and Grady Street, in Macon-Bibb County. The requestor requested one street light to be added; and

WHEREAS, a copy of this request, and the report of the Facilities Management Department, are attached hereto at Exhibit “A”; and

WHEREAS, in response to this request, the Macon-Bibb County Facilities Management Department investigated the lighting conditions along and around those roadways, noting existing conditions and structures, and found cause to recommend denial of the request for additional street lighting at the requested locations; and

WHEREAS, upon Facilities Management’s survey of the requested areas and existing facilities, it was found that a light was installed at the intersection of Mikado Avenue and Grady Street as shown in Exhibit “A”; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 29-202(b), Facilities Management determined upon inspection that adequate light saturation was provided by the existing street light at the intersection of Mikado Avenue and Grady Street; and

WHEREAS, based on the findings of the survey, taking into account the existing street light at the intersection of Mikado Avenue and Grady Street and adequate light saturation at the requested location, the Facilities Management department found reason to recommend denial of the request for a street light to be installed as to the intersection of Mikado Avenue and Grady Street; and

WHEREAS, the monthly cost for an individual street light to be installed and added to the County street light system is \$16.50 per street light per month; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 29-202(e), the monthly costs for all street lights approved to be added in FY 2024 to date is \$5,220.13; and

WHEREAS, the Macon-Bibb County Commission desires to accept the recommendation of Facilities Management and deny the request for additional street lights at the requested locations; 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 request for the installation of an additional street light at Mikado Avenue and Grady Street is hereby denied.

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

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

Q:\RES MACON-BIBB\2023 Miller Denying Street Lights on Mikado and Grady, 8-20-23.docx

EXHIBIT A



Macon-Bibb County



ROBERT S. RYALS
DIRECTOR

FACILITIES MANAGEMENT

P.O. BOX 247
MACON, GEORGIA 31202-0247
(478) 751-9260
Fax (478) 751-9148

October 31, 2023

Ms. Tyseania Dudley
4059 Mikado Avenue
Macon, Georgia 31206

Dear Ms. Dudley:

Macon-Bibb County Facilities Management conducted a street light survey on October 18, 2023, of the area around the intersection of Mikado Avenue and Grady Street. We wish to inform you that we cannot install additional street lighting in this area, due to the fact that a streetlight exists at the requested location. This decision is in accordance with the Macon-Bibb County streetlight ordinance. The distancing and saturation levels are adequate for this location.

Thank you for your interest and concerns for your community. If you have any questions, please call us at (478) 751-9260.

Sincerely,

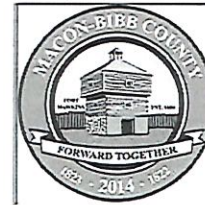
A handwritten signature in black ink, appearing to read "Robert S. Ryals".

Robert S. Ryals, Director
Facilities Management

/cmb

FACILITIES MANAGEMENT

MACON-BIBB COUNTY GOVERNMENT



SR# 1999	Date Received	Function #	Code	Location
E231306	8/22/2023 12:37:00 PM	191E	5	MIKADO AVE @ GRADY ST

Complaint

SURVEY INTERSECTION FOR INSTALLATION OF A STREETLIGHT.

Reported By	Phone	Account #
TYSEANIA DUDLEY	(478) 538-7442	

Instructions	Projects
	Street Lights

Date/Time Answered:	Date/Time Arrived
---------------------	-------------------

10/18/2023 10:30am	
Service Performed	

DELETED, BASED ON ADEQUATE SATURATION. THERE IS AN EXISTING LED S.L. @ THE INTERSECTION.

Technicians	Date/Time Completed	Total Time
-------------	---------------------	------------

Jason Smith	10/18/2023 11am	
-------------	-----------------	--

Veh #1	Begin Mileage #1	End Mileage #1	Total Miles #1	Veh #2	Begin Mileage #2
--------	------------------	----------------	----------------	--------	------------------

70340	40635	40638			
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End Mileage #2	Total Miles #2	Veh #3	Begin Mileage #3	End Mileage #3	Total Miles #3
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Material	Cost
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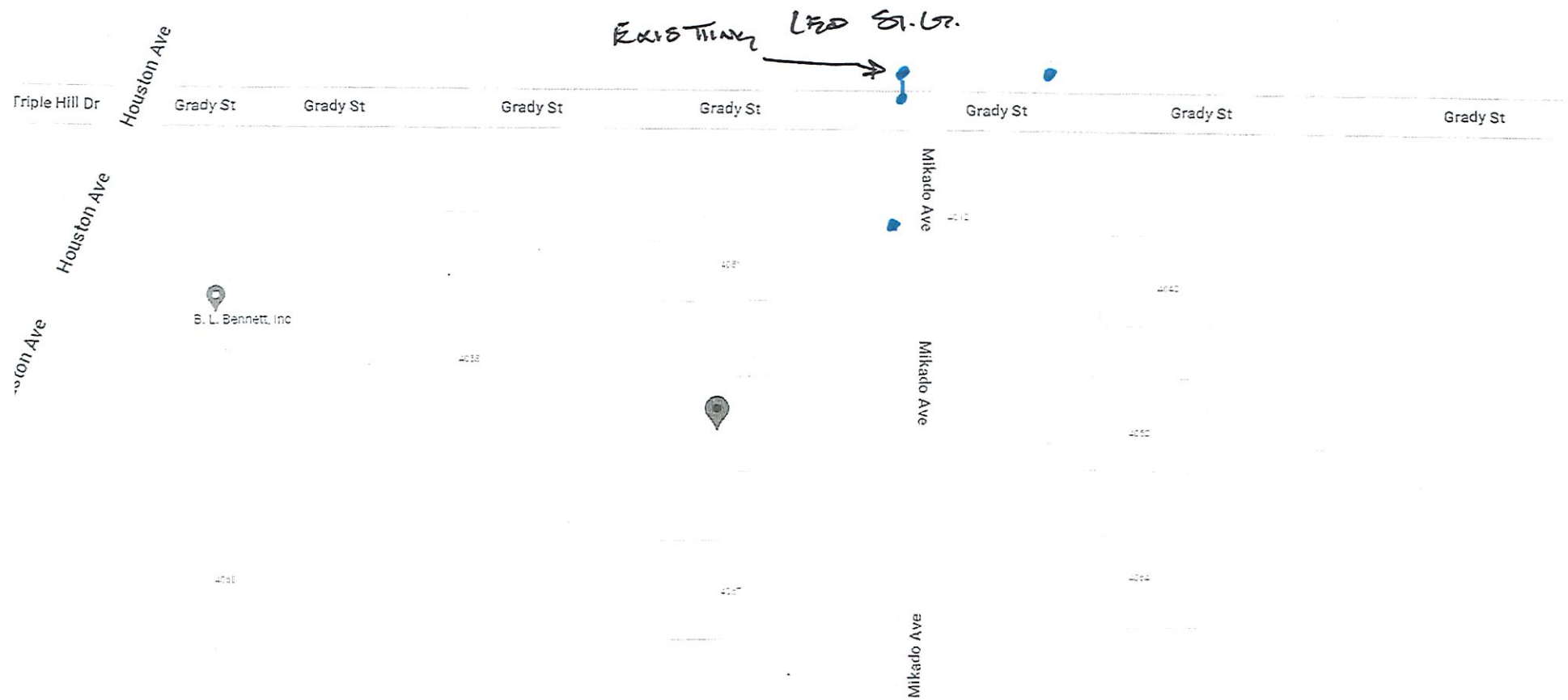
After Hours	Time Left Home	Time Back Home	Total Overtime
-------------	----------------	----------------	----------------

☐			
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☐ Traffic Signal PM

Print

Google Maps 4059 Mikado Ave



* O.H. utility
* No sidewalks

* EXISTING
LEO ST. LT.



STREET LIGHT REQUEST FORM

Per the Macon-Bibb Street Light Ordinance - ALL street light request MUST be received in writing.
via the email addresses below or mailed in the self addressed stamped envelope provided.



Macon-Bibb County Facilities Management
Address: 1000 Seventh Street; Macon, Ga. 31206
Email: ltaylor@maconbibb.us and cbell@maconbibb.us
Fax: (478) 751-9148 Phone: (478) 7519260

DETAILS

Date: 08/20/23
Property Address: 4059 Mikado Ave
Requestors Name: Tyseania Dudley
Requestors Phone Number: 4785387442
Requestors E-Mail Address: Dudleytyseania17@gmail.com

REQUEST

Specific Street Name requesting light for:

Mikado Ave/Grady Street

How Many Lights are you requesting? One

Is your Electric Distribution: Overhead Wiring ☒ Underground ☐

Additional Comments:

Signature: Tyseania Dudley

Date: 08/20/23

OFFICE USE ONLY

Date Received: 08/22/2023

Received by: Cassandra

Form Sent to: Sison

Date: 08/22/2023



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 ACCEPTING THE RECOMMENDATION OF FACILITIES MANAGEMENT TO DENY THE REQUEST FOR THE INSTALLATION OF ADDITIONAL STREET LIGHTS AT 508 CHARLES STREET PURSUANT TO ARTICLE X OF CHAPTER 29 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, by virtue of Article IX, Section IV, Paragraph II of the Constitution of Georgia, and pursuant to Section 29-201 et. seq. of the Macon-Bibb County Code of Ordinances, the Macon-Bibb County Commission is authorized to install, operate and maintain all approved residential street lights located on public streets in Macon-Bibb County, Georgia; and

WHEREAS, Section 29-201, et seq., of the Macon-Bibb County Code of Ordinances outlines the requirements for requests for installation of street lighting for existing public streets, existing private streets and new developments; and

WHEREAS, on or about October 6, 2023, Facilities Management received a request for review of lighting conditions and the installation of additional street lighting at or near 508 Charles Street, in Macon-Bibb County. The requestor requested one street light to be added; and

WHEREAS, a copy of this request, and the report of the Facilities Management Department, are attached hereto at Exhibit “A”; and

WHEREAS, in response to this request, the Macon-Bibb County Facilities Management Department investigated the lighting conditions along and around that roadway, noting existing conditions and structures, and found cause to recommend denial of the request for additional street lighting at the requested location; and

WHEREAS, upon Facilities Management’s survey of the requested areas and existing facilities, it was found that a street light was installed in the immediate vicinity of 502 Charles Street as well as a street light located in the immediate vicinity of 535 Charles Street as shown in Exhibit “A”; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 29-202(b), Facilities Management determined upon inspection that adequate light saturation was provided by

the existing street lights in the vicinity of the location of the requested street light, 508 Charles Street; and

WHEREAS, based on the findings of the survey, taking into account the existing street light in the immediate vicinity of 502 Charles Street as well as a street light located in the immediate vicinity of 535 Charles Street and the adequate light saturation at the requested location, the Facilities Management department found reason to recommend denial of the request for a street light to be installed as to 508 Charles Street; and

WHEREAS, the monthly cost for an individual street light to be installed and added to the County street light system is \$16.50 per street light per month; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Sec. 29-202(e), the monthly costs for all street lights approved to be added in FY 2024 to date is \$5,220.13; and

WHEREAS, the Macon-Bibb County Commission desires to accept the recommendation of Facilities Management and deny the request for additional street lights at the requested locations; 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 request for the installation of an additional street light at 508 Charles Street is hereby denied.

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

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

Q:\RES MACON-BIBB\2023 Miller Denying Street Lights near 508 Charles St, 10-6-23.docx

EXHIBIT A



Macon-Bibb County



ROBERT S. RYALS
DIRECTOR

FACILITIES MANAGEMENT

P.O. BOX 247
MACON, GEORGIA 31202-0247
(478) 751-9260
Fax (478) 751-9148

October 31, 2023

Ms. Odessa Frazier
504 Charles Street
Macon, Georgia 31206

Dear Ms. Frazier:

Macon-Bibb County Facilities Management conducted a street light survey on October 26, 2023, on Charles Street. We wish to inform you that we cannot install additional street lighting in this area. This decision is in accordance with the Macon-Bibb County streetlight ordinance. The distancing and saturation levels are adequate for this location.

Thank you for your interest and concerns for your community. If you have any questions, please call us at (478) 751-9260.

Sincerely,

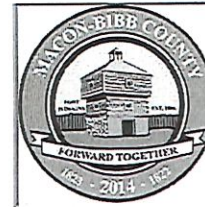
A handwritten signature in black ink, appearing to read "Robert S. Ryals".

Robert S. Ryals, Director
Facilities Management

/cmb

FACILITIES MANAGEMENT

MACON-BIBB COUNTY GOVERNMENT



SR# 1999	Date Received	Function #	Code	Location
E231489	9/26/2023 8:00:00 AM	191E	50	508 CHARLES STREET

Complaint
STREET LIGHT REQUEST

Reported By	Phone	Account #
ODESSA FRAIZER	(478) 742-5165	

Instructions

Date/Time Answered: 10/26/2023 1:30pm

Date/Time Arrived

Service Performed
RECOMMEND DENIAL DUE TO ADEQUATE SATURATION.

Technicians	Date/Time Completed	Total Time
JASON SMITH	10/26/2023 2:16pm	

Veh #1	Begin Mileage #1	End Mileage #1	Total Miles #1	Veh #2	Begin Mileage #2
70340	40511	40523			
End Mileage #2	Total Miles #2	Veh #3	Begin Mileage #3	End Mileage #3	Total Miles #3

Material

Cost

After Hours	Time Left Home	Time Back Home	Total Overtime
☐			

☐ Traffic Signal PM

Print

Google Maps 508 Charles St



* O.H. utility
 * Sidewalks on both sides of Rd.

* • • • EXISTING
 LHO ST. LT.
 * • utility pole

Map data ©2023 20 ft

STREET LIGHT REQUEST FORM

Per the Macon-Bibb Street Light Ordinance - ALL street light request MUST be received in writing.
via the email addresses below or mailed in the self addressed stamped envelope provided.



Macon-Bibb County Facilities Management
Address: 1000 Seventh Street; Macon, Ga. 31206
Email: ltaylor@maconbibb.us and cbell@maconbibb.us
Fax: (478) 751-9148 Phone: (478) 7519260

DETAILS

Date: 09/30/2023Property Address: 2509 Charles S-Requestors Name: Odessa FrazerRequestors Phone Number: 478-742-5165Requestors E-Mail Address: 508 Charles ST

REQUEST

Specific Street Name requesting light for: Charles ST, Macon GA 31206

How Many Lights are you requesting? 01Is your Electric Distribution: Overhead Wiring Yes Underground

Additional Comments:

Charles ST is very Dark, I fear
for my life, when I come down the street

Signature: Odessa FrazerDate: 09/30/2023

OFFICE USE ONLY

Date Received: 10/06/2023Received by: CassandraForm Sent to: TaronDate: 10/06/2023



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 AGREEMENT WITH MACON-BIBB COUNTY ECONOMIC OPPORTUNITY COUNCIL, INC. (“EOC”) GRANTING AN EMERGENCY SOLUTIONS GRANT IN THE AMOUNT OF \$68,000.00 FOR THE PROVISION OF HOMELESSNESS PREVENTION SERVICES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Emergency Solutions Grant (“ESG”) program is administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by an Emergency Solutions Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, EOC has applied for ESG funding, in the amount of \$68,000.00, from the Macon-Bibb County Economic and Community Development Department to provide homelessness prevention services within Macon-Bibb County; and

WHEREAS, EOC plans to utilize ESG funds to assist residents of Macon-Bibb County who find themselves homeless with application fees, security deposits, moving fees, first month rent, last month rent, and subsequent other monthly rent, not to exceed three months; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible ESG activity and has selected EOC for award of these funds; and

WHEREAS, the Macon-Bibb County Commission desires to award such ESG funds to the EOC in accordance with the terms of the agreement attached hereto and 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 the same that the Mayor is hereby authorized to execute an agreement between Macon-Bibb County and Macon-Bibb County Economic Opportunity Council, Inc. for the County to provide ESG funding in the amount of SIXTY EIGHT THOUSAND DOLLARS AND 00/100 CENTS (\$68,000.00) to EOC to assist homeless residents of Macon--Bibb County with application fees, security deposits, moving fees, first month rent, last month rent, and subsequent other monthly rent, not to exceed three months of services, 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.

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 Agreement With EOC Inc. For ESG Funds Homesless Prevention - 68,000.00.Docx

EXHIBIT A

AGREEMENT
BETWEEN
MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
MACON-BIBB COUNTY ECONOMIC OPPORTUNITY COUNCIL, INC.
Homelessness Prevention
501 Walnut Street, Suite B
Macon, GA 31201
478-738-3240
PROVIDING FOR
EMERGENCY SOLUTIONS GRANT

This Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("M-BCG") a political subdivision of the State of Georgia, and **Macon-Bibb County Economic Opportunity Council (MBCEOC), Inc.**, ("Sub-grantee"). This Agreement shall be in effect on the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Emergency Solutions Grant (ESG) Program or "Program"

The term "Macon-Bibb County Emergency Solutions Grant (ESG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by an Emergency Solutions Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of an Emergency Solutions Grant awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

At Risk of Homelessness (24 CFR 576.2)

An individual or family who:

- (1) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (2) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another placed described in paragraph 1 of this section.
- (3) Meets one of the following conditions:
 - Has moved 2 or more times due to economic reasons during 60 preceding application for homelessness prevention assistance
 - Is living in the home of another because of economic hardship
 - Has been notified that right to occupy current housing will be terminated within 21 days
 - Lives in a hotel or motel and the costs is not paid by charitable organizations for low income individuals
 - Lives in a single room occupancy or efficiency apartment unit in where there resides more than 2 persons or lives in a larger housing unit in which more than 1.5 persons reside per room.
 - Is exiting a publicly funded institution of system of care
 - Lives in housing that has characteristics associated with instability and increased risk of homelessness
- (4) A child or youth who does not qualify as "homeless" under this section, but qualifies under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a (3), etc.

(5) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney Vento Homeless Assistance Act(42 U.S.C. 11434a(2), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Homeless

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence
- (2) An individual or family who will imminently lose their primary nighttime residence, see provisions in (576.2)
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition
- (4) Any individual or family who is fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member making them afraid to return to their primary nighttime residence.

ARTICLE II **PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974 P.L. 93-383 (hereinafter the “Act”) consolidated several existing program for community development into a single program of Emergency Solutions Grant (herein after “ESG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon-Bibb through citizen participation workshops, the Mayor, and the M-BCG Commission determined the need and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 576 certain projects were included in the M-BCG’s ESG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan addressed four* of the following ESG program components:

- a) Street Outreach
- b) Emergency Shelter
- c) Homelessness Prevention
- d) Rapid Re-housing
- e) Homeless Management Information System (HMIS)

M-BCG has determined that ESG assistance can be provided to Homelessness Prevention, Street Outreach, Emergency Shelter and/or Rapid Re-housing components.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as

administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY23 (July 1, 2023, thru June 30, 2024) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

Emergency Solutions Grant

Subrecipient Name:

Macon-Bibb Economic Opportunity Council, Inc. (MBCEOC)

Agency Unique Entity Identification (UEI):

M5W2KRFMZND3

Federal Award Identification Number:

E-22-MC-13-0005/E-23-MC-13-0005

Federal Award Date:

September 23, 2022/August 17, 2023

Subaward period of performance start and end date:

October 1, 2023, thru September 23, 2024

Federal Funds Obligated:

\$68,000.00

Project Description:

Homelessness Prevention Program

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31217

CFDA Name and Number:

Emergency Solutions Grants; 14.231

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment, and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved Federal Government, or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **SIXTY-EIGHT THOUSAND DOLLARS AND 00/100 CENTS (\$68,000.00)** (hereinafter the "Grant") to implement the following project (s): **MBCEOC "Homelessness Prevention" ESG PY2023 program**. Macon-Bibb EOC is proposing to assist residents of Bibb County who find themselves homeless with no resources, with application fees, security deposits, moving fees, first-month rent, last month's rent, and subsequent other monthly rent, not to exceed three months. Said project(s) are more fully set forth in Exhibit "A" attached hereto and made a part hereof.

ARTICLE V NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County Consolidated Government
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee: Macon-Bibb County EOC, Inc.
Attention: Sarita Hill, Executive Director
501 Walnut Street, Suite B
Macon, GA 31201
Phone: 478-738-3240
Facsimile: (478) 738-3258

ARTICLE VI

GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the U.S. Housing and Urban Development regulations concerning Emergency Solutions Grants (ESG)) except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR Part 200 or 2 CFR Part 200.325 and 2 CFR Part 200, Subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a). Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b). Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (c). Ineffective or improper use of funds provided under this Agreement; or
- (d). Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish

the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 2 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with OMB 2 CFR Part 200(Subpart E), "Cost-Principles Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a). Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b). Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c). All Grant funds disbursed through an Emergency Solutions Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another ESG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 and 578.103 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a). Records providing a full description of each activity undertaken;
- (b). Records demonstrating that each activity undertaken meets the components of the ESG program;

- (c). Records required to determine the eligibility of activities;
- (d). Records documenting compliance with the homeless definition of the ESG program;
- (e). Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f). Other records are necessary to document compliance with 24 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over ESG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another ESG-eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F-Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report “monthly” all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with ESG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use each income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

1. In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a). Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b). The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c). Time sheets shall be submitted as backup documentation for salary reimbursement.

(d). Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e). The M-BCG agrees to reimburse costs allowable under Federal, State and Local

guidelines.

2. Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.
3. The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.
4. The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the format and content provided as required by the M-BCG by the **10th** of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy through-out the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

- (a). All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.
- (b). Sub-grantee shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article X hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 507.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any ESG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:
 - (a). Transferred to the M-BCG for the ESG program, or
 - (b). Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII **PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

- (a). The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b). In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a). Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b). Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c). Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d). Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e). Employee Verification

(1). Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2). Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200.317-318 and 576.404, which include (but are not limited to) the following:

(a). The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b). No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c). No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

- (a). No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c). It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

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

Lester M. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Manager

Date

ATTEST:

MACON-BIBB COUNTY EOC, INC.

Witness

by: Sarita Hill, Executive Director

Date

EXHIBIT "A"

SCOPE OF SERVICES AND TIMETABLE

The Sub-grantee will be responsible for administering the Emergency Solutions Grant (ESG-HP) – **MBCEOC “Homelessness Prevention” ESG PY 2023 Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Emergency Solutions Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

With the ESG-Homeless Prevention Funds, we are proposing to assist residents of Macon-Bibb County who find themselves “at risk of becoming homeless”, with an eviction notice or demand letter. Households receiving this assistance should have income below 30% of the Area Median Income for Macon-Bibb County, Georgia. They must demonstrate that they do not have sufficient resources or support networks to prevent them from moving to an emergency shelter or other place defined under HUD Definition of Homelessness, “Category 1”. We will provide medium-term rental assistance to either stabilize or relocate an individual or family from moving into a shelter. These funds will only be used to the extent that is necessary to assist with regaining stability in their current housing or relocating them to other housing stabilizing them in that housing

Program Delivery

Under the Homeless Prevention Program, clients will be assessed with the Prevention and Diversion Tool through the Coordinated Entry System. This system can be assessed in one of three ways: 1) 478-750-8689, leaving a message or speaking with someone to be screened and given a possible appointment or placed on a waiting list for a VI – SPDAT, 2) Emil or 3) Walk-Ins – Macon-Bibb County E.O.C. Community Outreach Center, 1877 Houston Avenue, Macon, Georgia 31201, the hours of 9:00 AM to 4:00 PM, Monday –Friday. However, during this time all Walk-ins have been suspended due to COVID-19. The public will be notified of any future changes.

If determined that a client is best suited for Homeless Prevention, a referral is generated to this office, and the individual or family is contacted within 72 hours. Appointments are scheduled and they are provided with instructions on the necessary documentation that will be needed. Clients must provide an eviction notice or demand letter and a payment history or tenant ledger from the landlord. The clients must be able to demonstrate that they do not have any other resources to prevent them from becoming homeless. Case Managers will advocate for the clients without being dishonest to the landlord. If the landlord refuses to cooperate with the client or the process, we will be allowed to relocate the client to affordable housing.

Once stabilized, the necessary connection to supportive services (such as Social Security, DFCS, Employment, Child Support, and Education), home visits, and follow-ups are provided to them.

Use of Homeless Management Information System (HMIS) and Coordinated Entry (CE)

Macon Bibb County Economic Opportunity Council, Inc. currently utilizes Client Track as our Homeless Management Information System. As employees are hired on to work with any of the

homeless programs, they must become HMIS trained immediately and are trained on the policies and procedures for following the guidelines for Coordinated Entry. Currently, all workers are SOAR Certified which enables them to be able to assist clients with receiving their SSI or Social Security benefits.

IMPLEMENTATION PLANS

General Administration

MBCEOCI will begin advertising immediately within the community regarding the available funding. We will also discuss the process one must use to access the funds. Community Partners will be informed through the Macon Coalition To End Homeless meetings that are held monthly. We will also build ongoing relationships with landlords making it easier to advocate for our clients leading to possible waiver of late fees.

Policies and Procedures

Policies and Procedures will be closely linked with those provided through DCA and HUD for the Homeless Prevention Programs. Eligibility Criteria, required documents, Income Eligibility, Proof of Lack of Resources, “At Risk of Homelessness” documentation, and guidelines will all be utilized as previously designed to operate this program. The only varying factors are the Fair Market Rental Values and Median Area Income for Macon-Bibb County for the operating year 2021 – 2022.

Termination Plans

The Termination process is as follows:

- Clients are found to be ineligible if the information is contrived or fraudulent
- Clients are receiving other federal subsidies for the same rental assistance (such as Section 8)
- The landlord is willing to work with the Tenant without outside financial assistance

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

General Administration

This program will be administered by the Program Director, Case Managers, Finance Department, City Inspectors, Chief Executive Office, and the Grantee Staff of Macon-Bibb County ECDD. All agency Policies and Procedures as well as the ESG-Homeless Prevention Program Policies and Procedures will be honored.

DESCRIPTION OF RELEVANT PERSONNEL/ADMINISTRATIVE PROCESSES

Coordinated Entry Staff or Receptionist will make the initial contact with the client needing services performing the assessment needed (VI-SPDAT) to determine and prioritize need. Under Homeless Prevention the main focus of CES will be **Diversion**. A referral is then made to a Case Manager at this agency where the necessary assessment, documents, and assistance is delivered to assist the client. Data Entry Specialist will make certain the household’s information is accurately keyed into Client Track. Files are monitored and signed off by another department head. After

this, approval is sought from the Chief Executive Officer to provide the services being requested. Check Request is forwarded to the Finance Director leading to a check being written for the services. In most cases, another individual will hand deliver the check to the landlord (if local) or the check will be placed in the mail.

The primary staff for this program are Mr. Carlton Williams, Program Manager, Rhonda Duncan, Sierra Neal, Stephanie Toomer, and Juletta Hutson all Service Center Specialists. The support staff for this program includes Ms. Sarita Hill, CEO, Nequana Stevens, Program Manager, Kay Clark, Finance Director and the Finance Staff, Amber Poole, Director of Administration, Eric Greene, Payroll Administrator, and Miller Fluellen who hand delivers the checks.

B. Program Components

The Sub-grantee certifies that the activity carried out under this Agreement will meet one of the following Emergency Solutions Grant program components: Street Outreach, Emergency Shelter, Homelessness Prevention, or Rapid Re-housing components.

C. Levels of Accomplishment - Goals and Performance Measures

The Sub-grantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1. Provide rental assistance to eligible households	3	October 1, 2023-September 23, 2024	35 individuals will be served
2. Provide utility assistance to eligible households	3	October 1, 2023-September 23, 2024	35 individuals will be served
Total Number Served			35 individuals served

SUB-GRANTEE is also responsible for submitting to M-BCG: monthly progress reports, time sheets, Participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Sub-grantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it

may occur more frequently if the Department deems it necessary. The Department will provide the Sub-grantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Sub-grantee's compliance with the terms and conditions of this Agreement, and comparing the Sub-grantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Sub-grantee shall furnish the Department, the M-BCG, or its designee copies of such records and information as the Department or the M-BCG deems necessary. In addition, the Sub-grantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, the M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 10th of the following month.**

The M-BCG will monitor the performance of the Sub-grantee against goals and performance standards as stated above. Substandard performance as determined by the M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-grantee within a reasonable period of time after being notified by the M-BCG, contract suspension or termination procedures will be initiated.

E. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Sub-grantee shall start **on October 1, 2023, and end on September 23, 2024.** The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-grantee remains in control of ESG funds or other ESG assets, including program income.

III. BUDGET

<u>Line-Item</u>	<u>Amount</u>
Case Manager (Salary \$29.03/hr.)	\$17,250.00
Case Manager (Fringe)	\$ 5,500.00
PT Data Entry (Salary \$18.16/hr.)	\$ 5,250.00
PT Data Entry (Fringe)	\$ 2,000.00
Direct Benefits:	
Rental Assistance/Arrears	\$27,250.00
Utility Payments	\$ 2,875.00
Utility Deposits	\$ 2,875.00
<u>Indirect Costs (Admin Fee)</u>	<u>\$ 5,000.00</u>
TOTAL	\$68,000.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the sub-grantee. Any changes to the contract will be communicated in writing by the grantee to the sub-grantee after approval and prior to implementation. There will be no changes to the salary amount without approval from M-BCG.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$68,000.00.** Draw-downs for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 24 CFR 84.21.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Emergency Solutions Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:
 - a. Voucher System - All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions.
 - b. Books of Original Entry - Cash receipts and disbursements journal, general ledger.
 - c. Chart of Accounts - Listing of accounts must be maintained in the accounting system.
 - d. Personnel Records - Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
 - e. Attendance Record - Attendance records shall be maintained for all personnel paid with ESG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
 - f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
 - g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
 - h. Petty Cash - Sub-grantee is encouraged to use an imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any ESG funds are used as petty cash.
 - i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
 - j. Inventories - Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with ESG funds.

- k. Property Records - Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.
2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.
3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.



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 AGREEMENT WITH FAMILY ADVANCEMENT MINISTRIES, INC. GRANTING AN EMERGENCY SOLUTIONS GRANT (“ESG”) IN THE AMOUNT OF \$112,500.00 FOR THE PROVISION OF HOMELESSNESS PREVENTION SERVICES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Emergency Solutions Grant (“ESG”) program is administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by an Emergency Solutions Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Family Advancement Ministries, Inc. has applied for ESG funding, in the amount of \$112,500.00, from the Macon-Bibb County Economic and Community Development Department to provide homelessness prevention services within Macon- Bibb County; and

WHEREAS, Family Advancement Ministries, Inc. plans to utilize ESG funds to provide rental and utility assistance to families who meet program guidelines and eligibility; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible ESG activity and has selected Family Advancement Ministries, Inc. for award of these ESG funds; and

WHEREAS, the Macon-Bibb County Commission desires to award such ESG funds to Family Advancement Ministries, Inc. in accordance with the terms of the agreement attached hereto and 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 the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Family Advancement Ministries, Inc. for the County to provide ESG funding in the amount of ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$112,500.00) to Family Advancement Ministries, Inc. to provide rental and utility assistance to families who meet program guidelines and eligibility, 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.

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 Agreement With Family Advancement Ministries Inc. For ESG Funds
Homesless Prevention - 112,500.00.Docx*

EXHIBIT A

AGREEMENT
BETWEEN
MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
FAMILY ADVANCEMENT MINISTRIES, INC.
Homelessness Prevention
538 Orange Street
Macon, GA 31201
478-746-9803
FAX 478-745-0847
PROVIDING FOR
EMERGENCY SOLUTIONS GRANT

This Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("M-BCG") a political subdivision of the State of Georgia, and **Family Advancement Ministries, Inc.**, ("Sub-grantee"). This Agreement shall be in effect on the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Emergency Solutions Grant (ESG) Program or "Program"

The term "Macon-Bibb County Emergency Solutions Grant (ESG) Program," or "Program" shall mean that the program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by an Emergency Solutions Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of an Emergency Solutions Grant awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

At Risk of Homelessness (24 CFR 576.2)

An individual or family who:

- (1) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (2) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another placed described in paragraph 1 of this section.
- (3) Meets one of the following conditions:
 - Has moved 2 or more times due to economic reasons during 60 preceding application for homelessness prevention assistance
 - Is living in the home of another because of economic hardship
 - Has been notified that right to occupy current housing will be terminated within 21 days
 - Lives in a hotel or motel and the costs is not paid by charitable organizations for low income individuals
 - Lives in a single room occupancy or efficiency apartment unit in where there resides more than 2 persons or lives in a larger housing unit in which more than 1.5 persons reside per room.
 - Is exiting a publicly funded institution of system of care
 - Lives in housing that has characteristics associated with instability and increased risk of homelessness
- (4) A child or youth who does not qualify as "homeless" under this section, but qualifies under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3), etc.
- (5) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney Vento Homeless Assistance Act (42 U.S.C. 11434a (2), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Homeless

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence
- (2) An individual or family who will imminently lose their primary nighttime residence, see provisions in (576.2)
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition
- (4) Any individual or family who is fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member making them afraid to return to their primary nighttime residence.

ARTICLE II
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974 P.L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Emergency Solutions Grant (herein after “ESG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon-Bibb through citizen participation workshops, the Mayor, and The M-BCG Commission determined the need and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 576 certain projects were included in the M-BCG’s ESG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan addressed four* of the following ESG program components:

- a) Street Outreach
- b) Emergency Shelter
- c) Homelessness Prevention
- d) Rapid Re-housing
- e) Homeless Management Information System (HMIS)

M-BCG has determined that ESG assistance can be provided for Homelessness Prevention, Street Outreach, Emergency Shelter, and/or Rapid Re-housing components.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and

regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY23 (July 1, 2023, thru June 30, 2023) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

Emergency Solutions Grant

Subrecipient Name:

Family Advancement Ministries, Inc.

Agency Unique Entity Identification (UEI):

J8RMY8GLZKN7

Federal Award Identification Number:

E-22-MC-13-0005/E-23-MC-13-0005

Federal Award Date:

September 23, 2022/August 17, 2023

Subaward period of performance start and end date:

October 1, 2023, thru September 23, 2024

Federal Funds Obligated:

\$112,500.00

Project Description:

Homelessness Prevention Program

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31217

CFDA Name and Number:

Emergency Solutions Grants; 14.231

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved Federal Government, or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$112,500.00)** (hereinafter the "Grant") to implement the following project (s): **Family Advancement Ministries "Homeless Prevention" ESG PY 2023 program.** Family Advancement Ministries will provide rental and utility assistance to families who meet program guidelines and program eligibility.

ARTICLE V NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County Consolidated Government
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-751-7390

If to Sub-grantee: Family Advancement Ministries, Inc.
Attention: Gwendolyn "GiGi" Rolfes, Executive Director
538 Orange Street
Macon, GA 31201
Phone: 478-746-9803
Facsimile: (478) 745-0847

ARTICLE VI GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations,

Part 576 (the U.S. Housing and Urban Development regulations concerning Emergency Solutions Grants (ESG)) except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or 2 CFR Part 200.325 and 2 CFR Part 200, Subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes

increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a). Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b). Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (c). Ineffective or improper use of funds provided under this Agreement; or
- (d). Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 2 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with OMB 2 CFR Part 200(Subpart E), "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a). Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b). Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c). All Grant funds disbursed through an Emergency Solutions Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another ESG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 and 578.103 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a). Records providing a full description of each activity undertaken;
- (b). Records demonstrating that each activity undertaken meets the components of the ESG program;
- (c). Records required to determine the eligibility of activities;
- (d). Records documenting compliance with the homeless definition of the ESG program;

(e). Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f). Other records necessary to document compliance with 24 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over ESG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another ESG-eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their

authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current The M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F-Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report “monthly” all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with ESG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use each income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

1. In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a). Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit “C, part II,” detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit “B” and shall submit such forms with its monthly progress report.

(b). The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit “D” detailing the amount of funds expended.

(c). Time sheets shall be submitted as backup documentation for salary reimbursement.

(d). Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e). The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

2. Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under

applicable Federal, State, and local laws and regulations.

3. The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

4. The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the format and content provided as required by the M-BCG by the 10th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy through-out the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a). All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b). Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-

Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article X hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 507.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any ESG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

- (a). Transferred to the M-BCG for the ESG program, or

- (b). Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII **PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

- (a). The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

- (b). In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national

origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of

investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a). Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b). Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c). Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d). Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e). Employee Verification

(1). Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2). Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200.317-318 and 576.404, which include (but are not limited to) the following:

(a). The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b). No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c). No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a). No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c). It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

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

Lester M. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Director

Date

ATTEST:

FAMILY ADVANCEMENT MINISTRIES

Witness

Gwendolyn “GiGi” Rolfes, Executive Director

Date

EXHIBIT "A"

SCOPE OF SERVICES AND TIMETABLE

The Sub-grantee will be responsible for administering the Emergency Solutions Grant (ESG-HP) – **Family Advancement Ministries Homeless Prevention ESG PY2023 Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Emergency Solutions Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

This proposed program is an expansion of an established grant at Family Advancement Ministries(FAM). FAM provides rental and utility assistance to families who meet our guidelines on income and residency. We will add up to four additional families or individuals per month. After an interview by our staff and trained volunteers, we will be able to assist them in stabilizing their situation by subsidizing their rent and/or utilities.

Program Delivery

Once a person is referred to FAM or identified by one of our partner agencies of the Coordinated Entry Program, we will make an initial contact via phone interview to determine eligibility before an appointment is scheduled. At this point, the client will be told what documents are needed and require that they be brought to the interview or submitted electronically. Upon arrival at FAM, the client's documents are verified and the client folder is prepared or updated prior to a personal, confidential interview. Clients must have current picture identification, social security cards and birth certificates for the children. If employed or have income, proof of monthly household income (i.e., paycheck stubs/printouts, TANF, SNAP benefits, SSI, and child support) should be provided for review.

If a client is eligible for these ESG funds, an assistance plan will be developed, and clients will know of all FAM programs, the schedule of classes offered by FAM, times, and access.

Use of Homeless Management Information System (HMIS) and Coordinated Entry (CE)

All recipients of these ESG grant funds will be entered into the HMIS System and identified to the Coordinated Entry Coalition to ensure compliance.

IMPLEMENTATION PLANS

General Administration

Potential clients will be interviewed by Candace Griffith and/or one of our trained volunteers to verify eligibility and review documents required for identification, verification of income, current bills and other personal information.

After review of the documentation, with the Executive Director's approval, we will prepare notification to ECD and prepare payment for rent and/or utilities

All funds issued by FAM will be approved by the Executive Director and processed by our CFO, David Bearchell.

Policies and Procedures

All recipients will be encouraged to participate in our educational programs. All families and individuals who are referred to us for these housing and utility assistance options offered under this grant will be interviewed to determine eligibility. No one will be refused based on race, gender, number in the family, sexual orientation, or religion.

FAM staff will work as quickly as possible to determine eligibility and make appropriate referrals to determine if the existing housing units meet the code.

Once the final determination is made, payments will be released by FAM within 24 hours.

Termination Plans

If it becomes necessary to terminate this contract FAM will advise the Office of Economic and Community Development 45 days prior to termination as a last resort.

If a problem or issue arises, FAM staff will take all reasonable measures to resolve any conflict that may lead to termination including performance, issues with clients or issues with any community partner.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

Roles of staff at the agency which are involved in the implementation of this program, relevant administrative tasks and salary rates, job descriptions, and resumes of staff members who will work with this program is attached(if applicable)

B. Program Components

The Sub-grantee certifies that the activity carried out under this Agreement will meet one of the following Emergency Solutions Grant program components: Homelessness Prevention or Rapid Re-housing.

C. Levels of Accomplishment - Goals and Performance Measures

The Sub-grantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1. Housing and Utility Assistance	43 Families or Individuals	October 1, 2023-September 23, 2024	In the program year, 516 families or individuals will receive appropriate housing
2. Educational Classes	43 Families or Individuals	October 1, 2023-September 23, 2024	At least 50% of clients will take advantage of our classes, learn new skills, and remain in their homes.
Total Number Served			516 families/individuals served

SUB-GRANTEE is also responsible for submitting to M-BCG: monthly progress reports, time sheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained for up to four (4) years after the contract expires.

D. Performance Monitoring

The Sub-grantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-grantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Sub-grantee's compliance with the terms and conditions of this Agreement, and comparing the Sub-grantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Sub-grantee shall furnish the Department, the M-BCG, or its designee copies of such records and information as the Department or the M-BCG deems necessary. In addition, the Sub-grantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, the M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 10th of the following month.**

The M-BCG will monitor the performance of the Sub-grantee against goals and performance standards as stated above. Substandard performance as determined by the M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-grantee within a reasonable period of time after being notified by the M-BCG, contract suspension or termination procedures will be initiated.

E. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Sub-grantee shall start on **October 1, 2023 and end on September 23, 2024.** The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-grantee remains in control of ESG funds or other ESG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Rental Assistance	\$82,500.00
Utility Assistance	\$16,500.00
Admin Fee (Case Manager \$24.15/hr.)	\$13,500.00
TOTAL	\$112,500.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the sub-grantee. Any changes to the contract will be communicated in writing by the grantee to the sub-grantee after approval and prior to implementation. There will be no changes to the salary amount without approval from M-BCG.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$112,500.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 24 CFR 84.21.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Emergency Solutions Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:
 - a. Voucher System - All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions.
 - b. Books of Original Entry - Cash receipts and disbursements journal, general ledger.
 - c. Chart of Accounts - Listing of accounts must be maintained in the accounting system.
 - d. Personnel Records - Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
 - e. Attendance Record - Attendance records shall be maintained for all personnel paid with ESG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
 - f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
 - g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
 - h. Petty Cash - Sub-grantee is encouraged to use an imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any ESG funds are used as petty cash.
 - i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
 - j. Inventories - Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with ESG funds.

- k. Property Records - Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.
2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.
3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.



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 AGREEMENT WITH MEALS ON WHEELS OF MIDDLE GEORGIA, INC. TO PROVIDE \$208,215.00 IN COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS (CDBG-CV) FUNDS FOR MEALS ON WHEELS TO PROVIDE HOME-DELIVERED MEALS TO LOW-INCOME SENIORS AND ASSIST THOSE THAT NEED IMMEDIATE FOOD ASSISTANCE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Meals on Wheels of Middle Georgia, Inc. (“Meals on Wheels”), a local non-profit, intends to provide home-delivered meals to those 55 years of age or older, supporting grandparents raising grandchildren, those homebound due to COVID-19 and living independently, those experiencing food insecurity, or those in immediate need of food assistance; and

WHEREAS, Meals on Wheels has applied for Community Development Block Grant – Coronavirus (“CDBG-CV”) funding from the Macon-Bibb County Economic and Community Development Department (“ECD”) to provide meals to clients meeting the above criteria from September 1, 2022 through September 30, 2023; and

WHEREAS, ECD has determined this to be an eligible CDBG-CV activity; and

WHEREAS, the Macon-Bibb County Commission finds that based on the eligibility determination of ECD, Meals on Wheels should receive CDBG-CV funding for the aforementioned project; and

WHEREAS, the Macon-Bibb County Commission desires to award such CDBG-CV funds to Meals on Wheels in accordance with the terms of the agreement attached hereto and 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 the same that the Mayor is authorized to execute a subgrant agreement between Macon-Bibb County and Meals on Wheels of Middle Georgia, Inc. for the County to provide CDBG-CV funding to Meals on Wheels of Middle Georgia, Inc. in the amount of TWO HUNDRED EIGHT THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND 00/100 CENTS (\$208,215.00) for the provision of meals to decrease food insecurity for seniors and assist those in need of immediate food assistance, 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.

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 Authorizing Agreement with Meals on Wheels Middle Ga Inc - CDBG -CV
208,215.00.docx*

EXHIBIT A

**AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT**

AND

MEALS ON WHEELS OF MIDDLE GA, INC.

**1212 Gray Highway, Suite E
Macon, Georgia 31211
Phone (478) 745-9140**

**PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Meals on Wheels of Middle GA, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Public Law 16-136, is a law meant to address the economic fallout of the 2020 coronavirus pandemic (COVID-19) in the United States. The US Department of Housing and Development (HUD) has announced the allocation of funding for Community Development Block Grant Coronavirus (CDBG-CV) grantees based on the fiscal year 2020 grant formula for Macon-Bibb County. **These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic to mitigate the impacts of COVID-19.**

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in Article I.

Macon-Bibb County Community Development Block Grant (CDBG-CV) Program or "Program"

The term "Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program," or "Program" shall mean that the program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant Coronavirus applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations, and explanations are set forth. Such statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants Coronavirus (hereinafter "CDBG-CV") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon, through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG-

CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-CV-eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and the Sub-grantee assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules, and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY20 (July 1, 2020-June 30, 2021) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

Community Development Block Grant-CV

Subrecipient Name:

Meals on Wheels of Middle GA, Inc

Unique Entity Identifier:

FHJJFLG6N1K3

Federal Award Identification Number:

B-20-MW-13-0005

Federal Award Date:

September 1, 2020

Subaward period of performance start and end date:

September 1, 2023 – September 30, 2024

Federal Funds Obligated:

\$208,215.00

Project Description:

To provide home-delivered meals to low-income seniors 55 years and older, decrease food insecurity, and assist those that need immediate food assistance.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street
Macon, GA 31217

CFDA Name and Number:

Community Development Block Grants/Entitlement Grants; 14.218

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment, and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the sub-recipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the sub-recipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **TWO HUNDRED EIGHT THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND 00/100 CENTS (\$208,215.00)** (hereinafter the "Grant") to implement the following project (s): **"Meals on Wheels PY2023 CDBG-CV" program**. This program shall provide meals and decrease food insecurity for seniors 55 years and older and to assist those that need immediate food assistance. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee: Meals on Wheels of Middle GA, Inc
Attention: Karen Middleton, Board President
1212 Gray Highway, Suite E
Macon, GA 31211
Phone: (478) 475-9140

ARTICLE VI

GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants Coronavirus (CDBG-CV) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding, and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (c) Ineffective or improper use of funds provided under this Agreement; or
- (d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII **ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

- (a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.
- (b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-CV eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-CV program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG-CV funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, the Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts, or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State, and Local guidelines.

(ii) Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. The sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement

is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

- (a) Transferred to the M-BCG for the CDBG-CV program, or
- (b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII

PERSONNEL & AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap, or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to

the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by the Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

- (a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- (b) No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- (c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV assisted activity, or with respect to the proceeds from the CDBG-CV assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

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

Lester M. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Director

Date

ATTEST:

MEALS ON WHEELS OF MIDDLE GA, INC

Witness

Karen Middleton, Board President

Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Meals on Wheels of Middle GA, Inc. in Macon-Bibb County PY2023 CDBG-CV Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Coronavirus program:

I. SCOPE OF SERVICES

A. Activity

Meals on Wheels will provide meals that assist low and moderate-income elderly seniors who are 55 years of age and older to promote independent living and improve emotional health. Through this partnership, we will support grandparents raising grandchildren, older adults living independently who are home-bound due to COVID-19, and seniors who have food insecurity and need food assistance.

With the increased demand for food from the elderly and home-bound, we will use the funds to supply meals to 65 clients from September 1, 2023, until September 1, 2024, at a cost of \$6.15 per meal.

IMPLEMENTATION PLANS

Although the shelter-in-place requirement has been lifted there is still a major impact on our community. Home-delivered meals allow our older adults and medically fragile individuals and their caregivers to stay at home and reduce their chances of infection with COVID-19 while maintaining their nutritional needs.

Our first step in implantation will be to identify the elderly that are the most in need and with that, we work closely with the Area Agency on Aging which holds the waiting list for meals. Each person on the waiting list has had a telephonic assessment to determine their needs. We will take seniors who are in the most need off the waiting list and provide meals for them immediately.

Once those seniors have been identified, we will contact them to let them know when their meals will start and if they are agreeable with the date they will be placed on a route and their meals will start as soon as possible.

Our office gets calls daily from seniors who are without food. We partner with many local churches, charity groups, and the Middle Georgia Community Food Bank to assist our seniors with food. Our collaborative efforts will ensure that our seniors have food.

In addition to working with the Area Agency on Aging, we work closely with Adult Protective Services and the different hospice agencies in our community.

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B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) To provide meals to the elderly and homebound individuals	5	September 1, 2023 – September 1, 2024	To help decrease food insecurity for seniors and to assist those who need immediate food assistance.
2) Proposed Total Number of Individuals Served			65 individuals served

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets **(for each employee receiving funds under this grant)**, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained for up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 7-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG, and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month.**

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as funding sources. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **September 1, 2023, and end on September 30, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG-CV funds or other CDBG-CV assets, including program income.

III. BUDGET

<u>Line-Item</u>	<u>Amount</u>
Personnel Services	\$ 29,120.00
Records Clerk (\$11/hr.) (Total=\$14,300)	
Home-delivered Meals Coordinator (\$25/hr.) (Total=\$14,820)	
Professional Services (Accounting Services)	\$ 38,700.00
Monthly Accounting (\$7,200)	
Yearly Audit (\$7,500)	
Contract Drivers (\$14.54/hr.) (Total=\$24, 000)	
Communications (Telephone/Internet)	\$ 4,560.00
Repair and Maintenance (vehicles/kitchen equipment)	\$ 8,500.00
Meals	\$ 103,935.00
Gas	\$ 14,400.00
Uniforms (volunteers and staff)	\$ 4,000.00
Training (local, state, national)	\$ 5,000.00
TOTAL	\$ 208,215.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$208,215.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Coronavirus Program according to the following guidelines:

1. Accounting and related records of the Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- (g) Checking Accounts: Monthly bank reconciliation shall be conducted by the Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
- (h) Petty Cash: Sub-grantees are encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG-CV funds are used as petty cash.
- (i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, the Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that the Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
- (j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG-CV funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantees should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



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 AGREEMENT WITH FIRST CHOICE PRIMARY CARE, INC. GRANTING EMERGENCY SOLUTIONS GRANT (“ESG”) FUNDING IN THE AMOUNT OF \$57,027.00 FOR THE PROVISION OF CASE MANAGEMENT SERVICES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Emergency Solutions Grant (“ESG”) program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by an Emergency Solutions Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, First Choice Primary Care, Inc has applied for ESG funding, in the amount of \$57,027.00, from the Macon-Bibb County Economic and Community Development Department in order to case management services to those experiencing homelessness or at risk of losing their housing within Macon-Bibb County; and

WHEREAS, First Choice Primary Care plans to utilize ESG funds to provide those who are in need of case management services with assistance to secure or maintain stable housing, and applying for certain services; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible ESG activity and has selected First Choice Primary Care, Inc. for award of these ESG funds; and

WHEREAS, the Macon-Bibb County Commission desires to award such ESG funds to First Choice Primary Care, Inc. in accordance with the terms of the agreement attached hereto and 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 the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and First Choice Primary Care, Inc. for the County to provide ESG funding, in the amount of FIFTY-SEVEN THOUSAND TWENTY-SEVEN DOLLARS AND 00/100 CENTS (\$57,027.00), for First Choice to provide case management services to those experiencing homelessness and those at risk of losing their housing, 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.

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 Agreement With First Choice Primary Care For ESG Funds Case
Management Services 57,027.00.Docx

EXHIBIT A

AGREEMENT
BETWEEN
MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
FIRST CHOICE PRIMARY CARE
Connecting to Care
400 Poplar Street
Macon, GA 31201
478-254-7204
PROVIDING FOR
EMERGENCY SOLUTIONS GRANT

This Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("M-BCG") a political subdivision of the State of Georgia, and **First Choice Primary Care** ("Sub-grantee"). This Agreement shall be in effect on the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Emergency Solutions Grant (ESG) Program or "Program"

The term "Macon-Bibb County Emergency Solutions Grant (ESG) Program," or "Program" shall mean that the program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by an Emergency Solutions Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of an Emergency Solutions Grant awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

At Risk of Homelessness (24 CFR 576.2)

An individual or family who:

- (1) Has an annual income below 30 percent of the median family income for the area, as determined by HUD;
- (2) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another placed described in paragraph 1 of this section.
- (3) Meets one of the following conditions:
 - Has moved 2 or more times due to economic reasons during 60 preceding application for homelessness prevention assistance
 - Is living in the home of another because of economic hardship
 - Has been notified that right to occupy current housing will be terminated within 21 days
 - Lives in a hotel or motel and the costs is not paid by charitable organizations for low-income individuals
 - Lives in a single-room occupancy or efficiency apartment unit in where there resides more than 2 persons or lives in a larger housing unit in which more than 1.5 persons reside per room.
 - Is exiting a publicly funded institution of system of care
 - Lives in housing that has characteristics associated with instability and increased risk of homelessness
- (4) A child or youth who does not qualify as "homeless" under this section, but qualifies under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3), etc.
- (5) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney Vento Homeless Assistance Act(42 U.S.C. 11434a(2), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Homeless

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence
- (2) An individual or family who will imminently lose their primary nighttime residence, see provisions in (576.2)
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition
- (4) Any individual or family who is fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member making them afraid to return to their primary nighttime residence.

ARTICLE II
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974 P.L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Emergency Solutions Grant (herein after “ESG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon-Bibb through citizen participation workshops, the Mayor, and the M-BCG Commission determined the need and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 576 certain projects were included in the M-BCG’s ESG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan addressed four* of the following ESG program components:

- a) Street Outreach
- b) Emergency Shelter
- c) Homelessness Prevention*
- d) Rapid Re-housing*
- e) Homeless Management Information System (HMIS)

M-BCG has determined that ESG assistance can be provided for Homelessness Prevention, Street Outreach, Emergency Shelter, and/or Rapid Re-housing components.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and

regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY23 (July 1, 2023, thru June 30, 2024) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

Emergency Solutions Grant

Subrecipient Name:

First Choice Primary Care

Agency Unique Entity Identification (UEI):

JJ8KRLHK8NJ9

Federal Award Identification Number:

E-22-MC-13-0005/E-23-MC-13-0005

Federal Award Date:

September 23, 2022/August 17, 2023

Subaward period of performance start and end date:

October 1, 2023, thru September 23, 2024

Federal Funds Obligated:

\$57,027.00

Project Description

To provide case management services to those experiencing homelessness and those at risk of losing their housing to help them access needed services that will help them secure or maintain safe and stable housing, such as SNAP, Medicaid, other health services, or other assistance.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31217

CFDA Name and Number:

Emergency Solutions Grants; 14.231

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved Federal Government, or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV **PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **FIFTY-SEVEN THOUSAND TWENTY-SEVEN DOLLARS AND 00/100 (\$57,027.00)** (hereinafter the "Grant") to implement the following project (s): “ **First Choice Primary Care “Connection to Care” ESG PY 2023 program.** To provide outreach services through case management for those experiencing homelessness and those at risk of losing their housing to help them access needed services that will help them secure or maintain safe and stable housing, such as SNAP, Medicaid, other health services, or other assistance.

ARTICLE V **NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County Consolidated Government
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-751-7390

If to Sub-grantee: First Choice Primary Care
Attention: Katherine McLeod, CEO
400 Poplar Street
Macon, GA 31201
478-254-7204

ARTICLE VI **GENERAL CONDITIONS**

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the U.S. Housing and Urban Development regulations concerning Emergency Solutions Grants (ESG)) except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR Part 200 or 2 CFR Part 200.325 and 2 CFR Part 200, Subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized

representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a). Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b). Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (c). Ineffective or improper use of funds provided under this Agreement; or
- (d). Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 2 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with OMB 2 CFR Part 200(Subpart E), "Cost-Principle Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a). Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b). Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c). All Grant funds disbursed through an Emergency Solutions Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another ESG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 and 578.103 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a). Records providing a full description of each activity undertaken;
- (b). Records demonstrating that each activity undertaken meets the components of the ESG program;
- (c). Records required to determine the eligibility of activities;
- (d). Records documenting compliance with the homeless definition of the ESG program;

(e). Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f). Other records are necessary to document compliance with 24 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over ESG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another ESG-eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their

authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F-Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report “monthly” all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with ESG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use each income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

1. In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a). Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit “C, part II,” detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit “B” and shall submit such forms with its monthly progress report.

(b). The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit “D” detailing the amount of funds expended.

(c). Time sheets shall be submitted as backup documentation for salary reimbursement.

(d). Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e). The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

2. Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under

applicable Federal, State, and local laws and regulations.

3. The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

4. The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the format and content provided as required by the M-BCG by the 10th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a). All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b). Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-

Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article X hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 507.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any ESG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a). Transferred to the M-BCG for the ESG program, or

(b). Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII **PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

(a). The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b). In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national

origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and

accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a). Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b). Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c). Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d). Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e). Employee Verification

(1). Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2). Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200.317-318 and 576.404, which include (but are not limited to) the following:

(a). The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

(b). No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c). No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a). No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c). It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

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

Lester M. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Director

Date

ATTEST:

FIRST CHOICE PRIMARY CARE

Witness

by: Katherine McLeod, CEO

Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Sub-grantee will be responsible for administering the Emergency Solutions Grant – **First Choice Primary Care “Connecting to Care” ESG PY2023 Outreach Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Emergency Solutions Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY-

The Outreach team will provide case management services to those experiencing homelessness and those at risk of losing their housing to help them access needed services that will help them secure or maintain safe and stable housing, such as SNAP, Medicaid, and other health services. The Outreach staff will make referrals to agencies involved in housing, domestic violence, food assistance, workforce development, and other services and link patients to resources.

IMPLEMENTATION PLANS

Staff will visit Daybreak two (2) times a week and Brookdale Resource Center one (1) time per week to be available and assist participants/residents with accessing needed services that will help them move towards stable housing. Staff will provide case management services to those experiencing homelessness and those at risk of losing their housing to help them access needed services that will help them secure or maintain safe and stable housing, such as SNAP, Medicaid, other health services, or other assistance.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

The primary staff person on this grant will be Charles Frye, Outreach Specialist. The Outreach Director will be responsible for collaborating with other agencies and scheduling/executing outreach events, implementing HMIS, and reporting the number of individuals assisted and the outcomes of the interventions, and will respond to referrals, both internal and external.

B. Program Components

The Sub-grantee certifies that the activity carried out under this Agreement will meet one of the following Emergency Solutions Grant program components: Street Outreach, Emergency Shelter, Homelessness Prevention, or Rapid Re-housing components.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Case Management	112 Individuals	October 1, 2023- September 23, 2024	Screening for Social Determinants of Health, Complete applications for SNAP, Medicaid, Health Insurance, WIC to meet those needs,
2) Referrals	30	October 1, 2023- September 23, 2024	Referrals to other agencies to assist with needs for food, IDs, other services needed by those with unstable housing
Total Number Served			1344 individuals served

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained for up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement, and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 10th of the following month.**

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the

Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as funding sources. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **October 1, 2023, and end on September 23, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Case Manager Salary	\$48,400.00
Case Manager Taxes	\$ 3,824.00
Case Manager Workers Comp	\$ 163.00
Case Manager Fringe Benefits (medical, dental, life, LTD)	\$ 3,538.00
Communication (case manager telephone)	\$ 600.00
Case Manager Licenses (Navigator License)	\$ 52.00
Case Manager Travel	\$ 450.00
TOTAL	\$57,027.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$57,027.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Emergency Solutions Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- a. Voucher System - All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions.
- b. Books of Original Entry - Cash receipts and disbursements journal, general ledger.
- c. Chart of Accounts - Listing of accounts must be maintained in the accounting system.
- d. Personnel Records - Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- e. Attendance Record - Attendance records shall be maintained for all personnel paid with ESG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
- h. Petty Cash - Sub-grantee is encouraged to use an imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any ESG funds are used as petty cash.
- i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
- j. Inventories - Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with ESG funds.

- k. Property Records - Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.
2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.
3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.



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 MAYOR TO EXECUTE AN AGREEMENT WITH MACON-BIBB COUNTY ECONOMIC OPPORTUNITY COUNCIL, INC. (EOC) GRANTING COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) FUNDING IN THE AMOUNT OF \$100,000.00 FOR EOC TO PROVIDE HOTEL/MOTEL STAYS FOR DISPLACED INDIVIDUALS AND FAMILIES WITHIN MACON-BIBB COUNTY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant – Coronavirus program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by a program applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development specifically targeted to prevent, prepare for, and respond to the coronavirus pandemic; and

WHEREAS, Macon-Bibb County Economic Opportunity Council, Inc. (“EOC”) has applied for CDBG-CV funding, in the amount of \$100,000.00, from the Macon-Bibb County Economic and Community Development Department; and

WHEREAS, EOC will utilize CDBG-CV funds to provide hotel/motel stays for individuals and families within Macon-Bibb County that have been displaced due to the economic impact experienced due to the coronavirus pandemic; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible CDBG-CV activity and has selected EOC for award of these funds; and

WHEREAS, the Macon-Bibb County Commission desires to award such CDBG-CV funds to EOC in accordance with the terms of the agreement attached hereto and 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 the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and EOC for the County to provide CDBG-CV funding, in the amount of ONE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$100,000.00), to EOC to provide hotel/motel stays for individuals and families within Macon-Bibb County that have been displaced due to the economic impact experienced due to the coronavirus pandemic, 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.

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 Authorizing Agreement With EOC For CDBG-CV Funds - \$100,000.00 .Docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

AND

MACON-BIBB COUNTY ECONOMIC OPPORTUNITY COUNCIL, INC
Hotel/Motel
501 Walnut Street
Macon, GA 31201
Phone (478) 738-3240

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS PROJECTS

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Macon-Bibb County EOC, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Public Law 116-136, is a law meant to address the economic fallout of the 2020 coronavirus pandemic (COVID-19) in the United States. The US Department of Housing and Urban Development (HUD) has announced the allocation of funding for Community Development Block Grant Coronavirus (CDBG-CV) grantees based on the fiscal year 2020 grant formula for Macon-Bibb County. **These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic to mitigate the impacts of COVID-19.**

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program or "Program"

The term "Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program," or "Program" shall mean that the program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant Coronavirus applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant Coronavirus awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants Coronavirus (hereinafter "CDBG-CV") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG-CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-CV eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY20 (July 1, 2020-June 30, 2021) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

Community Development Block Grant-CV

Subrecipient Name:

Macon-Bibb County Economic Opportunity Council, Inc

UEI Number:

M5W2KRFMZND3

Federal Award Identification Number:

B-20-MW-13-0005

Federal Award Date:

September 1, 2020

Subaward period of performance start and end date:

September 1, 2023 – September 30, 2024

Federal Funds Obligated:

\$100,000.00

Project Description:

To provide hotel/motel stays for individuals and families within Macon-Bibb County that have been displaced due to the economic impact experienced due to the coronavirus pandemic.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201

CFDA Name and Number:

Community Development Block Grants/Entitlement Grants; 14.218

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment, and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

**ARTICLE IV
PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **ONE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$100,000.00)** (hereinafter the "Grant") to implement the following project (s): "**Macon-Bibb County Economic Opportunity Council, Inc (Hotel/Motel) PY2023 CDBG-CV program,**" To provide hotel/motel stays for individuals and families within Macon-Bibb County that have been displaced due to the economic impact experienced due to the coronavirus pandemic. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

**ARTICLE V
NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee: Macon-Bibb County EOC, Inc
Attention: Sarita Hill, Executive Director
501 Walnut Street, Suite B
Macon, GA 31201
Phone (478) 738-3240

ARTICLE VI

GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants Coronavirus (CDBG-CV) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (c) Ineffective or improper use of funds provided under this Agreement; or
- (d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII **ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

- (a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.
- (b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant Coronavirus shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-CV eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG-CV program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG-CV funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

- (a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as
- (b) Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.
- (b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.
- (c) Time sheets shall be submitted as backup documentation for salary reimbursement.
- (d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.
- (e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.
- (ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.
- (iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.
- (iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy through-out the year, within reason. The department

will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

- (a) Transferred to the M-BCG for the CDBG-CV program, or
- (b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII

PERSONNEL & AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement,

shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

- (a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- (b) No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- (c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV -assisted activity, or with respect to the proceeds from the CDBG-CV -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not

more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that the venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

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

Lester M. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Director

Date

ATTEST:

MACON-BIBB COUNTY EOC, INC

Witness

Sarita Hill, Executive Director

Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Macon-Bibb County Economic Opportunity Council-Hotel/Motel PY2023 CDBG-CV program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. **These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic to mitigate the impacts of COVID-19.** Such program will include the following activities eligible under the Community Development Block Grant Coronavirus program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

The Special funds will be used to provide hotel/motel stays for individuals and families that have been directly impacted by the coronavirus pandemic within the community of Macon-Bibb County, Georgia. This will provide hotel/motel stays for persons who are displaced due to the economic impact that they are experiencing due to COVID-19. This assistance will also benefit the community by addressing the health and safety of the residents by not immediately exposing someone who has been in an Isolation Unit to the public. Also, the funding will be used to shelter individuals and families that are currently homeless and shelter space is not available. All clients proposed to be served must meet 80% of the low-to-moderate income guidelines (Area Median Income) for Macon-Bibb County, Georgia, and show that they do not have the resources to do so on their own.

IMPLEMENTATION PLANS

Once notified of funding, Macon-Bibb County Economic Opportunity Council, Inc. will begin advertising immediately within the community regarding the available funding. This will be accomplished through our website, flyers, and word-of-mouth. Our community partners will be informed through our email list and ZOOM meetings for the Macon Coalition to End Homelessness.

General Administration

1. The client must complete a VI-SPSAT through the Coordinated Entry System (CES) to determine the appropriate direction to guide the individual or family toward securing permanent housing.
2. The client must meet the financial guidelines of 80% of AMI for the household size and illustrate that they do not have any other resources.
3. The client must provide documentation that there is no space available at the shelter, the family is too large to be housed at the shelter.
4. The client must have a valid State ID or driver's license (required by the hotel/motel to check in.) If clients possess an automobile, they must have a valid registration to provide to the hotel/motel.
5. The client must agree to work toward securing permanent housing.
6. The client must cooperate with securing any documentation needed to assist them with securing permanent housing.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

Coordinated Entry Staff or Receptionist will make the initial contact with the client needing services. At that time the appropriate SPDAT will be conducted to determine and prioritize the need. A referral is given to the assigned Case Manager where the necessary assessment, documents, and assistance is delivered to assist the client. The Data Entry Specialist will make certain the household's information is accurately keyed into Client Track. Files are established by the Case Manager. Files are monitored and signed off by another Department Head and submitted for payment. After which, approval is sought from the Chief Executive Officer to provide the services being requested. Check Request is forwarded to the Finance Director leading to a check being written or a credit card issued. If a check is issued, it is hand-delivered to the vendor when at all possible.

The primary staff person who will be involved in the implementation of the CDBG-CV Hotel/Motel Program is Carlton Williams, the Program Manager. Other key employees will be Kay Clark, Finance Director, Sarita Hill, Chief Executive Officer, Nequana Stevens, Community Services Manager, Cynthia Poole, Community Service Supervisor, Stephanie Toomer, Case Manager II, Rhonda Duncan, Case Manager I, Taundra Kendrick, Case Manager, and Cecelia Knight, Case Manager I.

B. National Objectives

The Sub-grantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Sub-grantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Hotel/Motel Stays	1.5	September 1, 2023- September 30, 2024	75% of those served will be placed in permanent housing
2) Nutritional Benefits	1.5	September 1, 2023- September 30, 2024	80% will be connected to SNAPS program
3) Transportation	1.5	September 1, 2023- September 30, 2024	75% of those assisted will utilize the service to assist with eliminating their barriers
4) Proposed Total Number of Individuals Served			17 individuals/families served

SUB-GRANTEE is also responsible for submitting monthly progress reports, time sheets, participant eligibility forms, and any other documentation deemed necessary to the M-BCG monitoring official during the funding cycle. These records shall be retained at least four (4) years after the contract expires.

D. Performance Monitoring

The Sub-grantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-grantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Sub-grantee's compliance with the terms and conditions of this Agreement, and comparing the Sub-grantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Sub-grantee shall furnish the Department, the M-BCG, or its designee copies of such records and information as the Department or the M-BCG deems necessary. In addition, the Sub-grantee shall submit monthly progress reports as required by Section 7-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, the M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month.**

The M-BCG will monitor the performance of the Sub-grantee against goals and performance standards as stated above. Substandard performance as determined by the M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-grantee within a reasonable period of time after being notified by the M-BCG, contract suspension or termination procedures will be initiated.

E. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be

prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Sub-grantee shall start on **September 1, 2023- September 30, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-grantee remains in control of CDBG-CV funds or other CDBG-CV assets, including program income.

III. BUDGET

<u>Line-Item</u>	<u>Amount</u>
Case Manager Salary (\$29.03/hr.)	\$ 30,000.00
Fringe Benefits	\$ 7,500.00
Direct Benefits (Hotel/Motel)	\$ 52,500.00
Indirect Benefits (Administration)	\$ 10,000.00
Total	\$100,000.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$100,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B" **PROGRAM REQUIREMENTS**

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Coronavirus Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- (g) Checking Accounts: Monthly bank reconciliation shall be conducted by the Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs,

canceled checks and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG-CV funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG-CV funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



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 INDEPENDENT CONTRACTOR AGREEMENT WITH GOLDCOASTER VENTURES, LLC, WHEREBY MACON-BIBB COUNTY WILL PROVIDE FUNDING UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM IN THE AMOUNT OF \$98,737.00 FOR THE CONSTRUCTION ONE SINGLE FAMILY UNIT HOME; AND FOR OTHER PURPOSES.

WHEREAS, the National Affordable Housing Act of 1900 (the “Act”) provided for the establishment of a Home Investment Partnership Program, to be known as the “HOME” Program; and

WHEREAS, Title II of the Act contemplates the use of HOME funds by eligible states and local governments to provide affordable housing options; and

WHEREAS, Macon-Bibb County has been designated as a participating jurisdiction under the HOME Program; and

WHEREAS, the U.S Department of Housing and Urban Development (“HUD”) has granted Macon-Bibb County an entitlement allocation of funds for the HOME program under the Act; and

WHEREAS, a grant agreement securing the entitlement allocation was offered by HUD after review and acceptance of application made by Macon-Bibb County; and

WHEREAS, specific objective of the Act are provisional opportunities for affordable homeownership, affordable rental housing, and the preservation of housing through rehabilitation activities utilizing a variety of program investment techniques and direct assistance; and

WHEREAS; the activities proposed under the HOME program are for the direct benefit of qualified low-income and very low-income individuals on a countywide basis; and

WHEREAS, Macon-Bibb County deems it desirable to enter into an Independent Contractor Agreement with Goldcoaster Ventures LLC, under the HOME program, to provide for the construction of one detached single-family residential home to be constructed at 520 Nelson Street for a low-to-moderate income level homeowner who meets Contractor's guidelines; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an Independent Contractor Agreement with Goldcoaster Ventures LLC, whereby Macon-Bibb County will provide funding under the HOME Investment Partnership Program in the amount of NINETY EIGHT THOUSAND SEVEN HUNDRED THIRTY-SEVEN DOLLARS AND 00/100 CENTS (\$98,737.00) for the construction of one detached single-family residential home to be constructed at 520 Nelson Street for a low-to-moderate income level homeowner who meets Contractor's guidelines, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

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

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

BE IT FURTHER RESOLVED the Commission grants the Mayor 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.

SO RESOLVED this ____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST: _____
JANICE ROSS, CLERK OF COMMISSION

(SEAL)

Q:\RES MACON-BIBB\2023 Miller Approving \$98,737 In HOME Funds To Goldcoaster, LLC 11-3-2023.Docx

EXHIBIT A

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND
Goldcoaster Ventures, LLC.**

This Independent Contractor Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and Goldcoaster Ventures, LLC. ("Contractor"), a domestic non-profit corporation, with a principal address of 2420 Rose Mill Ct, SW, Atlanta, Georgia, 30311, collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Services

Contractor shall commence, diligently pursue, and complete the construction of one detached single-family residential home to be constructed at 520 Nelson Street in the South Macon Neighborhood (the "Project") for a low-to-moderate income level homeowner who meets Contractor's guidelines. Contractor shall furnish County with a copy of the guidelines and make them publicly available. Subject to County's approval, Contractor shall determine the method, details, and means of performing the services described in Exhibit A, attached hereto, and incorporated by reference. All services will be performed in accordance with federal, state, and local laws. Contractor shall maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by the Parties. Contractor is not obligated to perform services beyond what is contemplated in this Agreement.

Layout of Work: Contractor shall verify all existing conditions and contiguous work to form a designated work site, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.

Work Area: Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage. Contractor shall protect all surrounding and adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways, and fences along or adjacent to work. Contractor shall verify all underground utilities and their locations prior to commencing any work under this Agreement. Damages to underground utilities and costs to repair same shall be the sole responsibility of Contractor. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring to the satisfaction of County. In case of failure by Contractor to restore property and repair damages or injury, County may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due to Contractor under this Agreement.

Material Disposal: Contractor shall not allow trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises. Such items shall be disposed of off premises. Burning of material on-site shall be prohibited. Contractor shall cover all costs of removing trash properly.

2. Compensation

County shall provide Contractor with grant funds from the HOME Investment Partnership Program ("HOME") in the total of **NINETY EIGHT THOUSAND SEVEN HUNDRED THIRTY-SEVEN DOLLARS AND 00/100 CENTS (\$98,737)** as full compensation for the construction of one single family unit home, as detailed in Exhibit A. By accepting this compensation, Contractor shall fully comply with all terms and conditions of the HOME Program. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. Contractor shall submit an invoice monthly, to include an itemized billable amount reflective of services performed in the preceding thirty (30) day period, emailed to Wanzina Jackson, Director of the Macon-Bibb County Economic and Community Development Department ("ECDD"), at wjackson@maconbibb.us. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by the County Commission. County is tax exempt and cannot agree to pay State or Federal taxes.

Program Income: By accepting grant funds, Contractor must comply with Program Income requirements. For purposes of this Agreement, Program Income shall be defined as gross income received by the participating jurisdiction, subrecipient, or state recipient which is directly generated from the use of HOME funds and matching contributions. When Program Income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the HOME funds or match used. All Program Income shall be submitted to the ECDD. Program income shall include the following:

- Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions
- Gross income from the use of rental of real property, owned by the participating jurisdiction, state recipient, or a subrecipient that was acquired, rehabilitated, or constructed with HOME funds or matching contributions, less costs incidental to generation of the income
- Gross income from the use, rental, or sale of real property received by the project owner, developer, or sponsor if funds are paid by the project owner, developer, or sponsor to the participating jurisdiction, subrecipient, or state recipient
- Payments of principle and interest on loans made using HOME funds or matching contributions
- Proceeds from the sale of loans made with HOME funds or matching contributions
- Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions
- Interest earned on Program Income pending its disposition
- Any other interest or return on the investment permitted by HOME funds or matching contributions as defined in 24 CFR 92.205(b)

Deed Restrictions: Contractor shall comply fully with the usage and affordability requirements for HOME funds. The homeownership unit to be constructed must be sold at an affordable price to an eligible purchaser with a household income at or below eighty percent (80%) of the Area Median Income ("AMI"), to be used as a principal residence by the purchaser throughout the applicable affordability period. If the unit is sold at any time before the expiration of the affordability period, the unit will be sold to another low-to-moderate level income household in conformance with U.S. Department of Housing and Urban Development ("HUD") regulations to maintain the requisite level of proffered affordability (80% AMI). Should the homeowner in residence of the constructed unit default on payment terms, Contractor shall immediately notify the ECDD in writing of its intent to foreclose upon the current homeowner residing in the property funded through HOME funds.

Resale: Contractor shall follow the terms of the “Resale Option” to ensure that the unit remains affordable during the period of affordability by controlling the resale of the unit. Should the initial homeowner elect to sale the property, Contractor shall ensure that the unit is resold to another income eligible purchaser if still within the period of affordability. Contractor shall adhere to the following requirements:

- Property must be resold to a low-to-moderate income level buyer in the event of transfer by sale or foreclosure
- The sale price must be affordable as defined in program guidelines
- Initial homeowner must receive a fair return on the investment
- The subsequent home buyer must maintain the unit as a principle residence
- Terms must be included in the Agreement between Contractor and homebuyer

Final Payment: Prior to the issuance of final payment from County, Contractor shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

3. Term

This Agreement shall be effective as of the date it is fully executed by the Parties. Contractor shall commence work within ten (10) days from receipt of the Notice to Proceed and shall complete all work within one hundred and eighty days (180). In the event this Project is delayed by neglect, delay, default of any other Contractor, the County, damage from an Act of God, general strike of employees, or Covid-19 related matters, Contractor shall have reason to claim for delay and request an extension of time to complete this Agreement. Any schedule changes must be mutually agreed upon and executed in writing by both Parties.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

6. County Obligations

County shall timely provide all information, plans, specifications, and other documentation reasonably required by Contractor to perform Services. County grants Contractor full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

7. Performance Standards

Contractor shall complete the Project using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to County that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely and professionally perform services in accordance with this Agreement.

All labor and workmanship shall be guaranteed for a minimum of one (1) year from the date of completion.

8. Independent Contractor

Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

9. Subcontracting and Assignment

Contractor may not subcontract or assign the whole or any part of this Agreement without County's express consent in writing. Should Contractor elect to subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

10. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

11. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

12. Insurance:

- (a) Contractor shall procure and maintain and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- (b) Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.
- (c) Comprehensive General Liability ("CGL") with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and contractors as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.
- (d) Contractor agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.
- (e) Prior to the commencement of Services, Contractor shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.
- (f) All deductibles shall be paid by Contractor. All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this

Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

- (g) The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

13. Ownership of Documents

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Contractor pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Contractor for any purpose other than the performance of Services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered "work for hire" and shall become the exclusive property of County when Contractor has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.

14. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

15. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement. Contractor shall display any signage provided by County and agrees to incorporate County's seal and the names of the Macon-Bibb County Commission and other officials identified by County on all documents, literature, pamphlets, advertisements, and signage, permanent or otherwise. All publicity and advertisements prepared by Contractor for this Project shall recognize the County as one of the Project's funding sources.

16. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

17. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Employment Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

Equal Employment Opportunity: Contractor shall provide and post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Equal Employment Opportunity Clause (EEOC):

- (a) Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability or political affiliation.
- (b) Contractor shall send to each labor union, representative, or workers with whom the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the contractor's commitments under the County's equal employment opportunity ordinance and other county code or ordinance and shall post copies of the notice in conspicuous places available to employees and applicants for employment. shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- (c) Upon County's request, Contractor shall furnish all information and reports that show compliance with EEOC requirements. County shall also have access to Contractor's books, records, and accounts upon reasonable notice and during normal business hours to confirm compliance.
- (d) Contractor shall take such action with respect to any subcontractor as the Contractor may direct as a means of enforcing the provisions of paragraphs (a) through (g) herein, including penalties and sanctions for non-compliance.
- (e) Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with County in the form and to the extent prescribed by the ECDD. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs, and statistics of the Contractor and its subcontractors.
- (f) Contractor shall, specifically or by reference, include the provisions of paragraphs (a) through (h) of the EEOC in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- (g) Contractor or subcontractors, if any, who refuse to comply with any portions of these provisions may be subject to the following penalties:
 - Withholding from Contractor in violation of all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract

- Refusal of all future bids for any contract with the County or any of its departments or divisions until such time as Contractor or subcontractors demonstrate there has been established and there shall be carried out all of the provisions of the program as provided herein
- Cancellation of the public contract
- Enjoining of contractors, subcontractors, or other organizations, groups, or individuals for cases that involve a substantial or material violation of the compliance procedure

18. Affirmative Action Program

Contractor shall provide County with a copy of its Affirmative Action Program. For the purposes of this Agreement, Affirmative Action Program means a written, results-oriented program meeting the requirements of local, state, and federal laws, and other applicable regulations designed to ensure that a contractor makes a good faith effort to employ women and minorities at all levels of employment in the contractor's or subcontractor's business, and to treat employees equally without regard to their status as a woman or as a minority. Contractor shall include without limitation the following aspects of employment pertaining to women and minorities: hiring; upgrading; demotion; transfer; layoff; termination; rates of pay and other forms of compensation; training programs and selection for training apprenticeship opportunities; recruitment advertising and efforts; employment goals; and written plan to achieve these goals with timetable.

19. Section 3 Clause (24 CFR § 135.38)

Contractor shall comply with the following requirements of 24 CFR § 135.38 ("Section 3" Clause) of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u:

- (a) Contractor shall ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.
- (c) Contractor agrees to send each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause. Contractor will not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR, Part 135.
- (e) Contractor shall certify that any vacant employment positions, including training positions, that are filled either (1) after Contractor was selected but before the contract is executed,

and (2) with persons other than those to whom the regulations of 24 CFR, Part 125 require employment opportunities to be directed, were not filed to circumvent Contractor's obligations under 24 CFR, Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR, Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, preference and opportunities for training and employment shall be given to Native Americans, and preference in the award of contracts and subcontracts shall be given to Native American organizations and owned economic enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

20. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

21. Prohibition Against Employing Illegal Aliens

Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. Contractor and all subcontractors shall execute the Contractor Affidavit ("Exhibit B"), attached hereto, and incorporated by reference, verifying compliance with all local, state, and federal immigration laws.

22. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: Mayor Lester M. Miller
700 Poplar Street
Macon, GA 31202-0247

For Independent Contractor:

Goldcoaster Ventures, LLC.
Attn: Nancy Bota, President
2420 Rose Mill Court, SW
Atlanta, GA 30311

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

23. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance. This paragraph shall not apply to any delay caused by the COVID-19 pandemic.

24. Audit Clause

Contractor will cooperate with County or its authorized agent to provide financial reports for all revenue generated under this Agreement, including but not limited to, granting County or its authorized agent access to audit and inspect financial records pertaining to services provided under this Agreement. County shall provide reasonable notice for any audit requests and any such requests shall be conducted during normal business hours.

25. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

26. Conflict of Laws

This Agreement shall be governed and construed under the laws of the State of Georgia without regard to conflicts of laws principles that would require the application of any other law.

27. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

28. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

29. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

30. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic

mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

31. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

34. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

35. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations, or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor Date _____

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

Goldcoaster Ventures, LLC.:

By: _____
Nancy Bota, President Date _____

Attested: _____

(Name)(Title) Date _____

EXHIBIT "A "
INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: The Independent Contractor will perform the services and works outlined in Exhibit A. attached hereto and incorporated herein.

Independent Contractor shall construct one single family residence that will be located at 520 Nelson Street in the South Macon Neighborhood. Unit will be sold to a pre-qualified, low to moderate homeowner who has met homeownership guidelines.

TERM: This Agreement shall commence on the date this Agreement and Addendum(s) are executed by the County and shall continue in full force and effect until the completion of the construction of the project.

County: County shall provide HOME (HOME Investment Partnership Program) funds in the amount of Ninety-Eight Thousand, Seven Hundred Thirty-Seven Dollars (\$98,737.00) to the Independent Contractor for the project.

MACON-BIBB COUNTY:

By: _____
Mayor Lester M. Miller Date

Attested: _____
Janice Ross, Clerk of Commission Date

INDEPENDENT CONTRACTOR:

By: _____
Nancy Bota, President Date

Exhibit A

Developer

Firm Name: Goldcoaster Ventures, LLC.
Name: Nancy Bota, President
Address: 2420 Rose Mill Ct, SW
City/State/Zip: Atlanta, GA 30311
Email Address: goldcoastergroup@gmail.com
Phone: (678)522-7080
FED ID #85-3886467 UEI JFHMAPLLDA59

Uniform Guidance: 2 CFR 200.331, provides that certain elements be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

HOME Investment Partnership Program

Subrecipient Name:

Goldcoaster Ventures, LLC.

Agency UEI Number:

JFHMAPLLDA59

Federal Award Identification Number:

M-19-MC-13-0202 through M-20-MC-13-0202

Federal Award Date:

October 23, 2019, and March 23, 2021

Subaward period of performance start and end date:

November 1, 2023, to December 1, 2024

Federal Funds Obligated:

\$98,737

Project Description:

Construction of one single, family residence at 520 Nelson Street in the South Macon Neighborhood for a low to moderate-income homeowner who has met homeownership guidelines.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
200 Cherry Street, Suite 100
Macon, GA 31217

CFDA Name and Number:

HOME Investment Partnerships Program; 14.239

Research and Development: No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and *indirect*. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general

expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities". Pursuant to HUD regulations, Macon Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

Project Uses

Single-Family Rental Development Budget

Project Name: 520 Nelson St Rehab

Developer: Goldcoaster Ventures LLC

Address: 520 Nelson St, Macon GA 31206

Uses

Acquisition Costs:

Acquisition: Land	\$	5,310
Acquisition: Buildings	\$	8,690
<i>Total Acquisition:</i>	\$	<i>14,000</i>

Construction:

Contract with GC (incl profit, OH, gen conditions)	\$	65,093
Construction Contingency	10%	\$ 6,509
<i>Total Construction:</i>	\$	<i>71,602</i>

Soft Costs:

Building Permit, License & Fees	\$	1,500
Appraisal & Analysis of Rent Comparables	\$	600
Builder's Risk and/or Casualty Insurance	\$	1,000
Carrying Costs - Real Estate Taxes	\$	600
Carrying Costs - Utilities	\$	750
Carrying Costs - Site Security	\$	500
Carrying Costs - Grounds Maintenance	\$	750
Carrying Costs- Interest on construction payments	\$	2,000
Prefunded Replacement Reserve	\$	1,500
Prefunded Operating and/or Rental Loss Reserves	\$	2,000

<u>Total Development Cost</u>	\$	112,737
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Sources

Additional Sources of Funds:

Owner/Investor Equity \$ 14,000

Total Development Sources: \$ 14,000

Gap/ (Or Excess Sources): \$ 98,737

Affidavit Verifying Status for Macon-Bibb County Public Benefit Application

By executing this affidavit under oath, as an applicant for Macon-Bibb County, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as referenced in 8 U.S.C. Section 1621 and O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a Macon-Bibb County, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit for:

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity.]

Check one of the following two options.

1) _____ I am a United States citizen.

OR

2) _____ I am a legal permanent resident, eighteen (18) years of age or older, or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act eighteen (18) years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date _____

Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 2023_

* _____
Alien Registration Number for Non-Citizens

Notary Public
My Commission Expires:

**Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definitions of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number: _____*

F:\LEGAL\K\SAVE\Affidavit Verifying Status-Alien or Citizen.doc

Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 2023 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2023.

NOTARY PUBLIC

My Commission Expires:

F:\LEGAL\K\SAVE\Contractor Affidavit 2011.doc

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____

_____ (name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 2023 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2023.
NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract for _____

_____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____(name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____

_____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____

_____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

Name of Public Employer

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

Executed on _____, 2023 in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2023.

NOTARY PUBLIC

My Commission Expires:



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 INDEPENDENT CONTRACTOR AGREEMENT WITH RIVER EDGE FOUNDATION, INC., WHEREBY MACON-BIBB COUNTY WILL PROVIDE FUNDING UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM IN THE AMOUNT OF \$800,000.00 FOR THE CONSTRUCTION OF FIVE (5) TINY HOMES; AND FOR OTHER PURPOSES.

WHEREAS, the National Affordable Housing Act of 1900 (the “Act”) provided for the establishment of a Home Investment Partnership Program, to be known as the “HOME” Program; and

WHEREAS, Title II of the Act contemplates the use of HOME funds by eligible states and local governments to provide affordable housing options; and

WHEREAS, Macon-Bibb County has been designated as a participating jurisdiction under the HOME Program; and

WHEREAS, the U.S Department of Housing and Urban Development (“HUD”) has granted Macon-Bibb County an entitlement allocation of funds for the HOME program under the Act; and

WHEREAS, a grant agreement securing the entitlement allocation was offered by HUD after review and acceptance of application made by Macon-Bibb County; and

WHEREAS, specific objective of the Act are provisional opportunities for affordable homeownership, affordable rental housing, and the preservation of housing through rehabilitation activities utilizing a variety of program investment techniques and direct assistance; and

WHEREAS; the activities proposed under the HOME program are for the direct benefit of qualified low-income and very low-income individuals on a countywide basis; and

WHEREAS, Macon-Bibb County deems it desirable to enter into an Independent Contractor Agreement with River Edge Foundation, Inc., (“River Edge”), under the HOME program, for the construction of five new, detached single-family tiny homes, to be constructed at 723 Norris Street and 911 Cowan Street, to provide permanent supportive housing for low-income and very-low income persons; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an Independent Contractor Agreement with River Edge Foundation, Inc., whereby Macon-Bibb County will provide funding under the HOME Investment Partnership Program in the amount of EIGHT HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$800,000.00) for the construction of five new, detached single-family tiny homes, to be constructed at 723 Norris Street and 911 Cowan Street, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

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

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

BE IT FURTHER RESOLVED the Commission grants the Mayor 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.

SO RESOLVED this ____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST: _____
JANICE ROSS, CLERK OF COMMISSION

(SEAL)

Q:\RES MACON-BIBB\2023 Miller Approving \$800000 In HOME Funds To River Edge Foundation 11-3-23.Docx

EXHIBIT A

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND
River Edge Foundation, INC.**

This Independent Contractor Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and River Edge Foundation, Inc. ("Contractor"), a domestic non-profit corporation, with a principal address of 175 Emery Highway, Macon, Georgia, 31217, collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Services

Contractor shall commence, diligently pursue, and complete the construction of five new, detached single-family tiny homes, to be constructed at 723 Norris Street and 911 Cowan Street – "Tiny Cottages of Macon, Phase II" (the "Project") for a low-to-moderate income level homeowner who meets Contractor's guidelines. Contractor shall furnish County with a copy of the guidelines and make them publicly available. Subject to County's approval, Contractor shall determine the method, details, and means of performing the services described in Exhibit A, attached hereto, and incorporated by reference. All services will be performed in accordance with federal, state, and local laws. Contractor shall maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by the Parties. Contractor is not obligated to perform services beyond what is contemplated in this Agreement.

Layout of Work: Contractor shall verify all existing conditions and contiguous work to form a designated work site, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.

Work Area: Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage. Contractor shall protect all surrounding and adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways, and fences along or adjacent to work. Contractor shall verify all underground utilities and their locations prior to commencing any work under this Agreement. Damages to underground utilities and costs to repair same shall be the sole responsibility of Contractor. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring to the satisfaction of County. In case of failure by Contractor to restore property and repair damages or injury, County may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due to Contractor under this Agreement.

Material Disposal: Contractor shall not allow trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises. Such items shall be disposed of off premises. Burning of material on-site shall be prohibited. Contractor shall cover all costs of removing trash properly.

Monitoring Requirements:

Independent Contractor shall permit and assist County with monitoring efforts, including providing County access to all records related to the Services provided hereunder for the entire affordability period. County shall review records including, but not limited to, rent & utility allowance approvals, owner's annual reports, certifications of occupancy, financial documents, tenant selection, leasing requirements, AFHMP, and Violence Against Women Act requirement compliance. County shall have the authority to, but shall not be required to, conduct monitoring activities as needed, on-site or remotely, as determined necessary in the County's discretion.

2. Compensation

County shall provide Contractor with grant funds from the HOME Investment Partnership Program ("HOME") in the total of EIGHT HUNDRED THOUSAND AND 00/100 CENTS (\$800,000) as full compensation for the construction of five single family unit homes, as detailed in Exhibit A. By accepting this compensation, Contractor shall fully comply with all terms and conditions of the HOME Program. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. Contractor shall submit an invoice monthly, to include an itemized billable amount reflective of services performed in the preceding thirty (30) day period, emailed to Wanzina Jackson, Director of the Macon-Bibb County Economic and Community Development Department ("ECDD"), at wjackson@maconbibb.us. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by the County Commission. County is tax exempt and cannot agree to pay State or Federal taxes.

Program Income: By accepting grant funds, Contractor must comply with Program Income requirements. For purposes of this Agreement, Program Income shall be defined as gross income received by the participating jurisdiction, subrecipient, or state recipient which is directly generated from the use of HOME funds and matching contributions. When Program Income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the HOME funds or match used. All Program Income shall be submitted to the ECDD. Program income shall include the following:

- Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions
- Gross income from the use of rental of real property, owned by the participating jurisdiction, state recipient, or a subrecipient that was acquired, rehabilitated, or constructed with HOME funds or matching contributions, less costs incidental to generation of the income
- Gross income from the use, rental, or sale of real property received by the project owner, developer, or sponsor if funds are paid by the project owner, developer, or sponsor to the participating jurisdiction, subrecipient, or state recipient
- Payments of principle and interest on loans made using HOME funds or matching contributions
- Proceeds from the sale of loans made with HOME funds or matching contributions
- Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions
- Interest earned on Program Income pending its disposition
- Any other interest or return on the investment permitted by HOME funds or matching contributions as defined in 24 CFR 92.205(b)

Deed Restrictions: Contractor shall comply fully with the usage and affordability requirements for HOME funds. The homeownership unit to be constructed must be sold at

an affordable price to an eligible purchaser with a household income at or below eighty percent (80%) of the Area Median Income ("AMI"), to be used as a principal residence by the purchaser throughout the applicable affordability period. If the unit is sold at any time before the expiration of the affordability period, the unit will be sold to another low-to-moderate level income household in conformance with U.S. Department of Housing and Urban Development ("HUD") regulations to maintain the requisite level of proffered affordability (80% AMI). Should the homeowner in residence of the constructed unit default on payment terms, Contractor shall immediately notify the ECDD in writing of its intent to foreclose upon the current homeowner residing in the property funded through HOME funds.

Resale: Contractor shall follow the terms of the "Resale Option" to ensure that the unit remains affordable during the period of affordability by controlling the resale of the unit. Should the initial homeowner elect to sale the property, Contractor shall ensure that the unit is resold to another income eligible purchaser if still within the period of affordability. Contractor shall adhere to the following requirements:

- Property must be resold to a low-to-moderate income level buyer in the event of transfer by sale or foreclosure
- The sale price must be affordable as defined in program guidelines
- Initial homeowner must receive a fair return on the investment
- The subsequent home buyer must maintain the unit as a principle residence
- Terms must be included in the Agreement between Contractor and homebuyer

Final Payment: Prior to the issuance of final payment from County, Contractor shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

3. Term

This Agreement shall be effective as of the date it is fully executed by the Parties. Contractor shall commence work within ten (10) days from receipt of the Notice to Proceed and shall complete all work within one hundred and eighty days (180). In the event this Project is delayed by neglect, delay, default of any other Contractor, the County, damage from an Act of God, general strike of employees, or Covid-19 related matters, Contractor shall have reason to claim for delay and request an extension of time to complete this Agreement. Any schedule changes must be mutually agreed upon and executed in writing by both Parties.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

6. County Obligations

County shall timely provide all information, plans, specifications, and other documentation reasonably required by Contractor to perform Services. County grants Contractor full

privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

7. Performance Standards

Contractor shall complete the Project using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to County that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely and professionally perform services in accordance with this Agreement. All labor and workmanship shall be guaranteed for a minimum of one (1) year from the date of completion.

8. Independent Contractor

Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

9. Subcontracting and Assignment

Contractor may not subcontract or assign the whole or any part of this Agreement without County's express consent in writing. Should Contractor elect to subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

10. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

11. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless

County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

12. Insurance:

- (a) Contractor shall procure and maintain and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- (b) Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.
- (c) Comprehensive General Liability ("CGL") with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and contractors as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.
- (d) Contractor agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.
- (e) Prior to the commencement of Services, Contractor shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.
- (f) All deductibles shall be paid by Contractor. All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional

insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

- (g) The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

13. Ownership of Documents

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Contractor pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Contractor for any purpose other than the performance of Services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered "work for hire" and shall become the exclusive property of County when Contractor has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.

14. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

15. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement. Contractor shall display any signage provided by County and agrees to incorporate County's seal and the names of the Macon-Bibb County Commission and other officials identified by County on all documents, literature, pamphlets, advertisements, and signage, permanent or otherwise. All publicity and advertisements prepared by Contractor for this Project shall recognize the County as one of the Project's funding sources.

16. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

17. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Employment Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

18. Byrd Anti-Lobbying Amendment, 31 U.S.C. Sec. 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Contractor has completed necessary certifications required by the aforesaid act and Housing and Urban Development, and has submitted such certification to County

19. Equal Employment Opportunity: The Independent Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used herein, the words "shall not discriminate" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

Contractor shall provide and post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Equal Employment Opportunity Clause (EEOC):

- (a) The Independent Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Independent Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability or political affiliation.

- (b) The Independent Contractor shall send to each labor union or representative or workers with which the Independent Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the contractor's commitments under the County's equal employment opportunity ordinance and other County code or ordinance and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Independent Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- (c) The Independent Contractor shall furnish all information and reports required by the contract compliance officer and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer so as to ascertain compliance with the Equal Employment Opportunity Ordinance.
- (d) The Independent Contractor shall take such action with respect to any subcontractor as the County may direct as a means of enforcing the provisions of paragraph (a) through (h) herein, including penalties and sanctions for noncompliance
- (e) The Independent Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs, and statistics of the contractor and its subcontractors
- (f) The Independent Contractor shall, specifically or by reference, include the provisions of paragraphs (a) through (h) of the equal opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

A finding, as hereinafter provided, that a refusal by the Independent Contractor or subcontractor to comply with any portions of this program as herein provided and described, may subject the offending party to the penalties:

- (a) Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;
- (b) Refusal of all future bids for any contract with the County of Macon or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided herein;
- (c) Cancellation of the public contract;
- (d) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

20. Affirmative Action Program

Contractor shall provide County with a copy of its Affirmative Action Program. For the purposes of this Agreement, Affirmative Action Program means a written, results-oriented program meeting the requirements of local, state, and federal laws, and other applicable regulations designed to ensure that a contractor makes a good faith effort to employ women and minorities at all levels of employment in the contractor's or subcontractor's business, and to treat employees equally without regard to their status as a woman or as a minority. Contractor shall include without limitation the following aspects of employment pertaining to women and minorities: hiring; upgrading; demotion; transfer; layoff; termination; rates of pay and other forms of compensation; training programs and selection for training apprenticeship opportunities; recruitment advertising and efforts; employment goals; and written plan to achieve these goals with timetable.

21. Section 3 Clause (24 CFR § 135.38)

Contractor shall comply with the following requirements of 24 CFR § 135.38 ("Section 3" Clause) of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u:

- (a) Contractor shall ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.
- (c) Contractor agrees to send each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause. Contractor will not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR, Part 135.
- (e) Contractor shall certify that any vacant employment positions, including training positions, that are filled either (1) after Contractor was selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR, Part 125 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 CFR, Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR, Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, preference and opportunities for training and employment shall be given to Native Americans, and preference in the award of contracts and subcontracts shall be given to Native American organizations and owned economic enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

22. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

23. Prohibition Against Employing Illegal Aliens

Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. Contractor and all subcontractors shall execute the Contractor Affidavit ("Exhibit B"), attached hereto, and incorporated by reference, verifying compliance with all local, state, and federal immigration laws.

24. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: Mayor Lester M. Miller
700 Poplar Street
Macon, GA 31202-0247

For Independent Contractor:

River Edge Foundation, Inc.
Attn: Cass Hatcher, Chief Executive Officer
175 Emery Highway
Macon, GA 31217

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

25. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance. This paragraph shall not apply to any delay caused by the COVID-19 pandemic.

26. Audit Clause

Contractor will cooperate with County or its authorized agent to provide financial reports for all revenue generated under this Agreement, including but not limited to, granting County or its authorized agent access to audit and inspect financial records pertaining to services provided under this Agreement. County shall provide reasonable notice for any audit requests and any such requests shall be conducted during normal business hours.

27. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

28. Conflict of Laws

This Agreement shall be governed and construed under the laws of the State of Georgia without regard to conflicts of laws principles that would require the application of any other law.

29. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

30. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

31. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

32. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

33. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the

form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

34. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

35. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

36. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

37. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations, or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor Date

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

River Edge Foundation, Inc.:

By: _____
Cass Hatcher, CCM, Chief Executive Officer Date

Attested: _____

(Name)(Title) Date

EXHIBIT "A "
INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: The Independent Contractor will perform the services and works outlined in Exhibit A. attached hereto and incorporated herein.

Independent Contractor shall construct five (5) new, detached single family dwellings development called "Tiny Cottages of Macon Phase II" that will be located at 723 Norris Street and 911 Cowan Street. These units will be affordable rental units for low-income households. Result is a planned community that provides affordable, Permanent Supportive Housing (PSH), and Supportive Services for men and women coming out of chronic homelessness with a diagnosed disability. Units will meet Energy Star standards.

TERM: This Agreement shall commence on the date this Agreement and Addendum(s) are executed by the County and shall continue in full force and effect until the completion of the construction of the project.

County: County shall provide HOME (HOME Investment Partnership Program) funds in the amount of Eight Hundred Thousand Dollars **(\$800,000.00)** to the Independent Contractor for the project.

MACON-BIBB COUNTY:

By: _____
Mayor Lester M. Miller Date

Attested: _____
Janice Ross, Clerk of Commission Date

INDEPENDENT CONTRACTOR:

By: _____
Cass Hatcher, CCM, Chief Executive Officer Date

Exhibit A

Developer

Firm Name: River Edge Foundation, Inc.
Name: Cass Hatcher, CCM, Chief Executive Officer
Address: 175 Emery Highway
City/State/Zip: Macon, GA 31217
Email Address: chatcher@river-edge.org
Phone: (478)745-0630
FED ID #20-5794390 UEI NHZLJWJRGPS5

Uniform Guidance: 2 CFR 200.331, provides that certain elements be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

HOME Investment Partnership Program

Subrecipient Name:

River Edge Foundation, Inc.

Agency UEI Number:

NHZLJWJRGPS5

Federal Award Identification Number:

M-19-MC-13-0202 and M-20-MC-13-0202

Federal Award Date:

October 23, 2019/March 23, 2021

Subaward period of performance start and end date:

November 1, 2023, to December 1, 2024

Federal Funds Obligated:

\$800,000

Project Description:

Construction of five (5) new, one bedroom, tiny homes at 723 Norris Street and 911 Cowan Street. A planned community that provides affordable, Permanent Supportive Housing (PSH) and Supportive Services for men and women coming out of chronic homelessness with a diagnosed disability.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
200 Cherry Street, Suite 100
Macon, GA 31217

CFDA Name and Number:

HOME Investment Partnerships Program; 14.239

Research and Development: No

Provision:

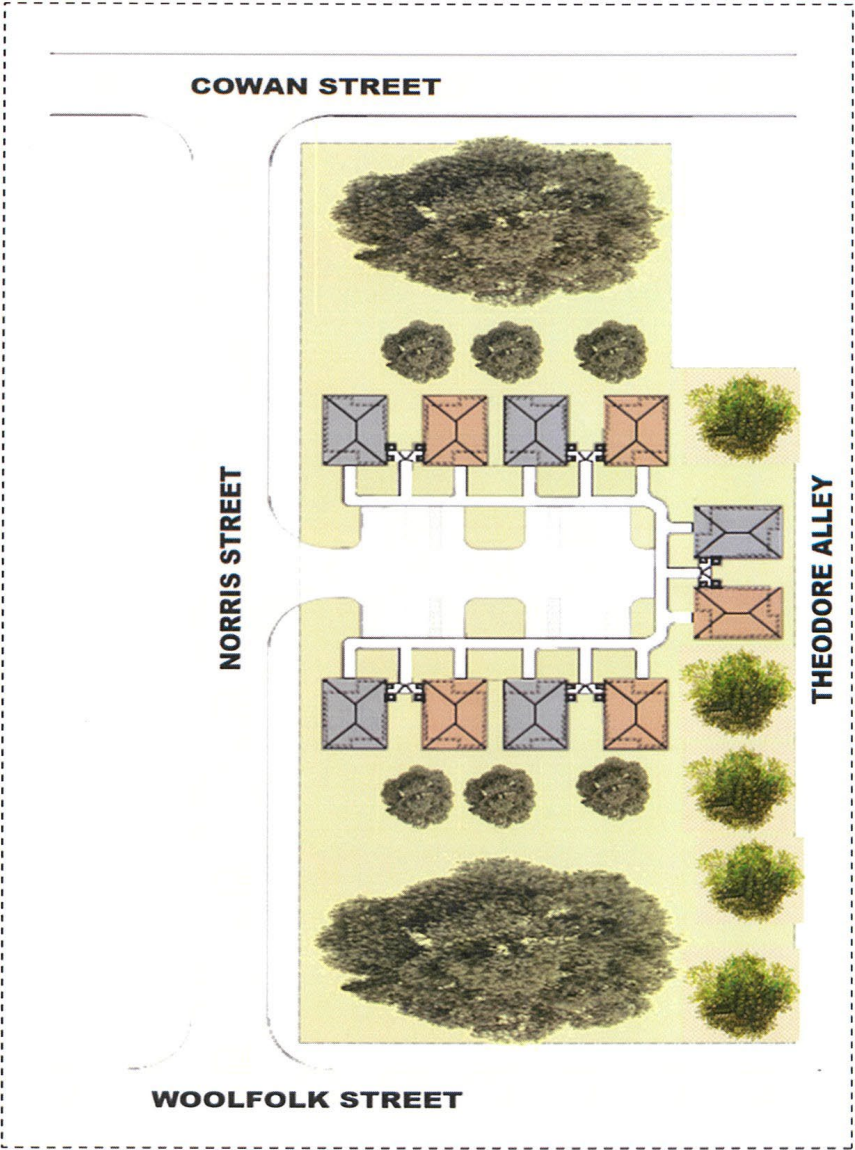
OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and *indirect*. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt

associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities". Pursuant to HUD regulations, Macon Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

SOURCES OF FUNDS	
Macon-Bibb County HOME Funds	\$ 800,000.00
River Edge Foundation, Inc.	\$ 304,896.02
TOTAL SOURCES	\$ 1,104,896.02
USES OF FUNDS	
HARD COST CONSTRUCTION PHASE II	COSTS
Total General Conditions	\$ 136,465.00
Site Work Construction	\$ 127,300.15
Fencing	\$ 2,460.00
Landscaping	\$ 28,250.00
Concrete	\$ 52,561.80
Masonry	\$ 38,957.34
Rough Framing	\$ 89,545.56
Finish Carpentry	\$ 12,951.70
Columns	\$ 8,191.20
Cabinetry	\$ 57,325.00
Building Insulation	\$ 15,779.00
Siding/ Cornice	\$ 34,330.10
Roofing	\$ 18,671.10
Doors/Frames/ Hardware	\$ 45,812.67
Windows	\$ 13,548.75
Drywall	\$ 30,930.00
Flooring	\$ 29,000.00
Painting	\$ 31,200.00
Specialties	\$ 17,899.56
Appliances	\$ 32,677.00
Mechanical HVAC	\$ 44,475.00
Electrical	\$ 47,420.00
Plumbing	\$ 88,700.00
Construction Management Fee	\$ 100,445.09
TOTAL HARD COST CONSTRUCTION PHASE II	\$ 1,104,896.02

PROJECTED OPERATIONAL COSTS				
Project Name:	Tiny Cottages of Macon Phase II			
Address:	723 Norris Street Street / 911 Cowman Street			
TOTAL NUMBER OF UNITS				5
Income:				
Rent FY 2024 Fair Market Rent:		# Units	Monthly Rent	Annual Rent
Efficiency		0	\$ 893	\$ -
One Bedroom		5	\$ 999	\$ 59,940
Two Bedroom		0	\$ 1,146	\$ -
Three Bedroom		0	\$ 1,398	\$ -
	Total Units	5		
Gross Rent				\$ 59,940
Less:				
Vacancy			3.0%	\$ (1,798)
Bad Debt			0.0%	\$ -
Gross Effective Income:				\$ 58,141.80
Expenses:				
Administrative				Annual
Advertising & Marketing				\$ -
Mgmt Fee (% of collections)			0.0%	\$ -
Accounting Fees				\$ 3,500
Office Supplies				\$ 2,100
Sundry				\$ -
Total Administrative:				\$ 5,600
Payroll				
Administrative Payroll				\$ -
Maintenance Payroll				\$ -
Fringe			0.0%	\$ -
Total Payroll:				
Maintenance				
Preventive Maintenance				\$ 2,900
General Maintenance				\$ 5,500
Unit Turnover Redecorating				\$ 3,800
Grounds (landscaping, grass cutting)				\$ 3,500
Building Maintenance Supplies				\$ 3,700
Service Contracts				\$ 2,500
Other				\$ 2,000
Total Maintenance:				\$ 23,900
Operating:				
Electric				\$ 7,100
Water/Sewer				\$ 3,100
Trash removal				\$ 1,500
Exterminating				\$ 3,000
Other				\$ 3,500
Total Operating Costs:				\$ 18,200
Taxes & Insurance:				
Real Estate Taxes (first year)				\$ 2,500
Insurance				\$ 2,100
Other Taxes, Licenses, Fees				\$ 1,200
Total Taxes:				\$ 5,800
Total Annual Operating Expenses:				\$ 53,500.00
NOI Before Reserves & Debt Svc:				\$ 4,641.80
Reserves:				
		Per Unit		Annual
Replacement Reserve Per Unit Per Month		\$ 340	\$	3,400
Operating Reserve Per Unit Per Month		\$ 200	\$	1,000
Cashflow Before Debt Service:				
Debt Service (See Terms Below)				
Cashflow After Debt Service				\$ 242

PROPOSED SITE PLAN



PROPOSED FLOOR PLAN



PROPOSED ELEVATIONS



DEVELOPMENT TEAM

A. ARCHITECT: Azar+Walsh Architects, LLC. 401 Cherry St Suite 700, Macon, GA 31201

Is there a direct or indirect, financial, or other, interest with other team members or the applicant?

☐ Yes ☒ No if yes, describe relationship(s) between entities and/or principals.

B. GENERAL CONTRACTOR: Stafford Builders Consultants, Inc. 2960 Napier Macon, GA 31204

Is there a direct or indirect, financial, or other, interest with other team members or the applicant?

☐ Yes ☒ No if yes, describe relationship(s) between entities and/or principals.

C. APPRAISER: Yarbrough & Company, 852 High St, Macon, GA 31201

Is there a direct or indirect, financial, or other, interest with other team members or the applicant?

☐ Yes ☒ No if yes, describe relationship(s) between entities and/or principals.

Affidavit Verifying Status for Macon-Bibb County Public Benefit Application

By executing this affidavit under oath, as an applicant for Macon-Bibb County, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as referenced in 8 U.S.C. Section 1621 and O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a Macon-Bibb County, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit for:

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity.]

Check one of the following two options.

1) _____ I am a United States citizen.

OR

2) _____ I am a legal permanent resident, eighteen (18) years of age or older, or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act eighteen (18) years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date _____

Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 2023_

* _____
Alien Registration Number for Non-Citizens

Notary Public
My Commission Expires:

**Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definitions of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number: _____*

F:\LEGAL\K\SAVE\Affidavit Verifying Status-Alien or Citizen.doc

Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 2023 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2023.

NOTARY PUBLIC

My Commission Expires:

F:\LEGAL\K\SAVE\Contractor Affidavit 2011.doc

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____

_____ (name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use, and uses the federal work authorization program commonly known as E- Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 2023 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2023.
NOTARY PUBLIC

My Commission Expires:

F:\LEGAL\K\SAVE\Subcontractor Affidavit 2011.doc

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract for _____

_____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____(name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____

_____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____

_____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 2023 in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2023.

NOTARY PUBLIC

My Commission Expires:



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 INDEPENDENT CONTRACTOR AGREEMENT WITH MACON AREA HABITAT FOR HUMANITY, INC., WHEREBY MACON-BIBB COUNTY WILL PROVIDE FUNDING UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM IN THE AMOUNT OF \$285,338.00 FOR THE CONSTRUCTION OF TWO NEW DETACHED SINGLE-FAMILY RESIDENTIAL HOMES; AND FOR OTHER PURPOSES.

WHEREAS, the National Affordable Housing Act of 1900 (the “Act”) provided for the establishment of a Home Investment Partnership Program, to be known as the “HOME” Program; and

WHEREAS, Title II of the Act contemplates the use of HOME funds by eligible states and local governments to provide affordable housing options; and

WHEREAS, Macon-Bibb County has been designated as a participating jurisdiction under the HOME Program; and

WHEREAS, the U.S Department of Housing and Urban Development (“HUD”) has granted Macon-Bibb County an entitlement allocation of funds for the HOME program under the Act; and

WHEREAS, a grant agreement securing the entitlement allocation was offered by HUD after review and acceptance of application made by Macon-Bibb County; and

WHEREAS, specific objective of the Act are provisional opportunities for affordable homeownership, affordable rental housing, and the preservation of housing through rehabilitation activities utilizing a variety of program investment techniques and direct assistance; and

WHEREAS; the activities proposed under the HOME program are for the direct benefit of qualified low-income and very low-income individuals on a countywide basis; and

WHEREAS, Macon-Bibb County deems it desirable to enter into an Independent Contractor Agreement with Macon Area Habitat for Humanity, Inc., under the HOME program, to provide for the construction of two new detached single-family residential homes, to be constructed at 4120 Dorothy Avenue –A, 4120 Dorothy Avenue - B in the Lynmore Estates Neighborhood, to provide permanent supportive housing for low-income and very-low income persons; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an Independent Contractor Agreement with Macon Area Habitat for Humanity, Inc., whereby Macon-Bibb County will provide funding under the HOME Investment Partnership Program in the amount of TWO HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED THIRTY-EIGHT DOLLARS AND 00/100 CENTS (\$285,338.00) for the construction of two new detached single-family residential homes, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

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

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

BE IT FURTHER RESOLVED the Commission grants the Mayor 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.

SO RESOLVED this ____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST: _____
JANICE ROSS, CLERK OF COMMISSION

(SEAL)

*Q:\RES MACON-BIBB\2023 Miller Approving \$285,338 In HOME Funds To Macon Area Habitat For Humanity
11-3-23.Docx*

EXHIBIT A

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND
MACON AREA HABITAT FOR HUMANITY, INC.**

This Independent Contractor Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and Macon Area Habitat for Humanity, Inc. ("Contractor"), a domestic non-profit corporation, with a principal address of 690 Holt Avenue, Macon, Georgia, 31204, collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Services

Contractor shall commence, diligently pursue, and complete the construction of two new, detached single-family residential homes, to be constructed at 4120 Dorothy Avenue –A, 4120 Dorothy Avenue - B in the Lynmore Estates Neighborhood (the "Project") for a low-to-moderate income level homeowner who meets Contractor's guidelines. Contractor shall furnish County with a copy of the guidelines and make them publicly available. Subject to County's approval, Contractor shall determine the method, details, and means of performing the services described in Exhibit A, attached hereto, and incorporated by reference. All services will be performed in accordance with federal, state, and local laws. Contractor shall maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by the Parties. Contractor is not obligated to perform services beyond what is contemplated in this Agreement.

Layout of Work: Contractor shall verify all existing conditions and contiguous work to form a designated work site, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.

Work Area: Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage. Contractor shall protect all surrounding and adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways, and fences along or adjacent to work. Contractor shall verify all underground utilities and their locations prior to commencing any work under this Agreement. Damages to underground utilities and costs to repair same shall be the sole responsibility of Contractor. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring to the satisfaction of County. In case of failure by Contractor to restore property and repair damages or injury, County may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due to Contractor under this Agreement.

Material Disposal: Contractor shall not allow trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises. Such items shall be disposed of off premises. Burning of material on-site shall be prohibited. Contractor shall cover all costs of removing trash properly.

Monitoring Requirements:

Independent Contractor shall permit and assist County with monitoring efforts, including providing County access to all records related to the Services provided hereunder for the entire affordability period. County shall review records including, but not limited to, rent & utility allowance approvals, owner's annual reports, certifications of occupancy, financial documents, tenant selection, leasing requirements, AFHMP, and Violence Against Women Act requirement compliance. County shall have the authority to, but shall not be required to, conduct monitoring activities as needed, on-site or remotely, as determined necessary in the County's discretion.

2. Compensation

County shall provide Contractor with grant funds from the HOME Investment Partnership Program ("HOME") in the total of **TWO HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED THIRTY-EIGHT DOLLARS AND 00/100 CENTS (\$285,338)** as full compensation for the construction of two single family unit homes, as detailed in Exhibit A. By accepting this compensation, Contractor shall fully comply with all terms and conditions of the HOME Program. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. Contractor shall submit an invoice monthly, to include an itemized billable amount reflective of services performed in the preceding thirty (30) day period, emailed to Wanzina Jackson, Director of the Macon-Bibb County Economic and Community Development Department ("ECDD"), at wjackson@maconbibb.us. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by the County Commission. County is tax exempt and cannot agree to pay State or Federal taxes.

Program Income: By accepting grant funds, Contractor must comply with Program Income requirements. For purposes of this Agreement, Program Income shall be defined as gross income received by the participating jurisdiction, subrecipient, or state recipient which is directly generated from the use of HOME funds and matching contributions. When Program Income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the HOME funds or match used. All Program Income shall be submitted to the ECDD. Program income shall include the following:

- Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions
- Gross income from the use of rental of real property, owned by the participating jurisdiction, state recipient, or a subrecipient that was acquired, rehabilitated, or constructed with HOME funds or matching contributions, less costs incidental to generation of the income
- Gross income from the use, rental, or sale of real property received by the project owner, developer, or sponsor if funds are paid by the project owner, developer, or sponsor to the participating jurisdiction, subrecipient, or state recipient
- Payments of principle and interest on loans made using HOME funds or matching contributions
- Proceeds from the sale of loans made with HOME funds or matching contributions
- Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions
- Interest earned on Program Income pending its disposition
- Any other interest or return on the investment permitted by HOME funds or matching contributions as defined in 24 CFR 92.205(b)

Deed Restrictions: Contractor shall comply fully with the usage and affordability requirements for HOME funds. The homeownership unit to be constructed must be sold at an affordable price to an eligible purchaser with a household income at or below eighty percent (80%) of the Area Median Income ("AMI"), to be used as a principal residence by the purchaser throughout the applicable affordability period. If the unit is sold at any time before the expiration of the affordability period, the unit will be sold to another low-to-moderate level income household in conformance with U.S. Department of Housing and Urban Development ("HUD") regulations to maintain the requisite level of proffered affordability (80% AMI). Should the homeowner in residence of the constructed unit default on payment terms, Contractor shall immediately notify the ECDD in writing of its intent to foreclose upon the current homeowner residing in the property funded through HOME funds.

Resale: Contractor shall follow the terms of the "Resale Option" to ensure that the unit remains affordable during the period of affordability by controlling the resale of the unit. Should the initial homeowner elect to sale the property, Contractor shall ensure that the unit is resold to another income eligible purchaser if still within the period of affordability. Contractor shall adhere to the following requirements:

- Property must be resold to a low-to-moderate income level buyer in the event of transfer by sale or foreclosure
- The sale price must be affordable as defined in program guidelines
- Initial homeowner must receive a fair return on the investment
- The subsequent home buyer must maintain the unit as a principle residence
- Terms must be included in the Agreement between Contractor and homebuyer

Final Payment: Prior to the issuance of final payment from County, Contractor shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

3. Term

This Agreement shall be effective as of the date it is fully executed by the Parties. Contractor shall commence work within ten (10) days from receipt of the Notice to Proceed and shall complete all work within one hundred and eighty days (180). In the event this Project is delayed by neglect, delay, default of any other Contractor, the County, damage from an Act of God, general strike of employees, or Covid-19 related matters, Contractor shall have reason to claim for delay and request an extension of time to complete this Agreement. Any schedule changes must be mutually agreed upon and executed in writing by both Parties.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

6. County Obligations

County shall timely provide all information, plans, specifications, and other documentation reasonably required by Contractor to perform Services. County grants Contractor full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

7. Performance Standards

Contractor shall complete the Project using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to County that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely and professionally perform services in accordance with this Agreement. All labor and workmanship shall be guaranteed for a minimum of one (1) year from the date of completion.

8. Independent Contractor

Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

9. Subcontracting and Assignment

Contractor may not subcontract or assign the whole or any part of this Agreement without County's express consent in writing. Should Contractor elect to subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

10. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

11. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

12. Insurance:

- (a) Contractor shall procure and maintain and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- (b) Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.
- (c) Comprehensive General Liability ("CGL") with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and contractors as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.
- (d) Contractor agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.
- (e) Prior to the commencement of Services, Contractor shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

- (f) All deductibles shall be paid by Contractor. All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.
- (g) The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

13. Ownership of Documents

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Contractor pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Contractor for any purpose other than the performance of Services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered "work for hire" and shall become the exclusive property of County when Contractor has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.

14. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

15. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement. Contractor shall display any signage provided by County and agrees to incorporate County's seal and the names of the Macon-Bibb County Commission and other officials identified by County on all documents, literature, pamphlets, advertisements, and signage, permanent or otherwise. All publicity and advertisements prepared by Contractor for this Project shall recognize the County as one of the Project's funding sources.

16. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

17. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Employment Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

18. Byrd Anti-Lobbying Amendment, 31 U.S.C. Sec. 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Contractor has completed necessary certifications required by the aforesaid act and Housing and Urban Development, and has submitted such certification to County.

19. Equal Employment Opportunity: The Independent Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used herein, the words "shall not discriminate" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

Contractor shall provide and post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Equal Employment Opportunity Clause (EEOC):

- (a) The Independent Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Independent Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability or political affiliation.

- (b) The Independent Contractor shall send to each labor union or representative or workers with which the Independent Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the contractor's commitments under the County's equal employment opportunity ordinance and other County code or ordinance and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Independent Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- (c) The Independent Contractor shall furnish all information and reports required by the contract compliance officer and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer so as to ascertain compliance with the Equal Employment Opportunity Ordinance.
- (d) The Independent Contractor shall take such action with respect to any subcontractor as the County may direct as a means of enforcing the provisions of paragraph (a) through (h) herein, including penalties and sanctions for noncompliance
- (e) The Independent Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs, and statistics of the contractor and its subcontractors
- (f) The Independent Contractor shall, specifically or by reference, include the provisions of paragraphs (a) through (h) of the equal opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

A finding, as hereinafter provided, that a refusal by the Independent Contractor or subcontractor to comply with any portions of this program as herein provided and described, may subject the offending party to the penalties:

- (a) Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;
- (b) Refusal of all future bids for any contract with the County of Macon or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided herein;
- (c) Cancellation of the public contract;
- (d) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

20. Section 3 Clause (24 CFR § 135.38)

Contractor shall comply with the following requirements of 24 CFR § 135.38 ("Section 3" Clause) of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u:

- (a) Contractor shall ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.
- (c) Contractor agrees to send each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause. Contractor will not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR, Part 135.
- (e) Contractor shall certify that any vacant employment positions, including training positions, that are filled either (1) after Contractor was selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR, Part 125 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 CFR, Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR, Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, preference and opportunities for training and employment shall be given to Native Americans, and preference in the award of contracts and subcontracts shall be given to Native American organizations and owned economic enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

21. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

22. Prohibition Against Employing Illegal Aliens

Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. Contractor and all subcontractors shall execute the Contractor Affidavit ("Exhibit B"), attached hereto, and incorporated by reference, verifying compliance with all local, state, and federal immigration laws.

23. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: Mayor Lester M. Miller
700 Poplar Street
Macon, GA 31202-0247

For Independent Contractor:

Macon Area Habitat for Humanity, Inc.
Attn: Ivey Hall
690 Holt Avenue
Macon, GA 31204

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

24. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance. This paragraph shall not apply to any delay caused by the COVID-19 pandemic.

25. Audit Clause

Contractor will cooperate with County or its authorized agent to provide financial reports for all revenue generated under this Agreement, including but not limited to, granting County or its authorized agent access to audit and inspect financial records pertaining to services provided under this Agreement. County shall provide reasonable notice for any audit requests and any such requests shall be conducted during normal business hours.

26. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right

to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

27. Conflict of Laws

This Agreement shall be governed and construed under the laws of the State of Georgia without regard to conflicts of laws principles that would require the application of any other law.

28. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

29. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

30. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

31. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

32. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

33. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

34. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

35. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

36. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations, or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Date

Attested: _____
Janice S. Ross, Clerk of Commission

Date

Macon Area Habitat for Humanity, Inc.:

By: _____
Ivey Hall, Executive Director

Date

Attested: _____

(Name)(Title)

Date

EXHIBIT "A "
INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: The Independent Contractor will perform the services and works outlined in Exhibit A. attached hereto and incorporated herein.

Independent Contractor shall construct two (2) new, detached single family residences that will be located at 4120 Dorothy Ave-A and 4120 Dorothy Avenue - B in the Lynmore Estates Neighborhood. These homeownership units will meet Energy Star 3.0 standards and will be built in the Lynmore Estates neighborhood. Unit will be sold to a pre-qualified, low to moderate homeowner who has met MAHFH homeownership guidelines.

TERM: This Agreement shall commence on the date this Agreement and Addendum(s) are executed by the County and shall continue in full force and effect until the completion of the construction of the project.

County: County shall provide HOME (HOME Investment Partnership Program) funds in the amount of Two Hundred Eighty-Five Thousand, Three hundred Thirty-Eight Dollars **(\$285,338.00)** to the Independent Contractor for the project.

MACON-BIBB COUNTY:

By: _____
Mayor Lester M. Miller Date

Attested: _____
Janice Ross, Clerk of Commission Date

INDEPENDENT CONTRACTOR:

By: _____
Ivey Hall, Executive Director Date

Exhibit A

Developer

Firm Name: Macon Area Habitat for Humanity
Name: Ivey Hall, Executive Director
Address: 690 Holt Avenue
City/State/Zip: Macon, GA 31204
Email Address: ihall@maconhabitat.org
Phone: (478)745-0630
FED ID #58-1674696 UEI MSUERFLT8DN4

Uniform Guidance: 2 CFR 200.331, provides that certain elements be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

HOME Investment Partnership Program

Subrecipient Name:

Macon Area Habitat for Humanity

Agency UEI Number:

MSUERFLT8DN4

Federal Award Identification Number:

M-19-MC-13-0202 through M-20-MC-13-0202

Federal Award Date:

October 23, 2019/March 23, 2021

Subaward period of performance start and end date:

November 1, 2023, to December 1, 2024

Federal Funds Obligated:

\$285,338

Project Description:

Construction of two (2) new, detached single, family residence at 4120 Dorothy Avenue – A and 4120 Dorothy Avenue - B in the Lynmore Estates Neighborhood for a low to moderate-income homeowner who has met MAHFH homeownership guidelines.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
200 Cherry Street, Suite 100
Macon, GA 31217

CFDA Name and Number:

HOME Investment Partnerships Program; 14.239

Research and Development: No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and *indirect*. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and

maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities". Pursuant to HUD regulations, Macon Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

**Macon Area Habitat for Humanity
Construction Development Proforma**

	4120 Dorothy Avenue A 3 bedroom/2 bathroom 1,174 sq feet	4120 Dorothy Avenue B 3 bedroom/2 bathroom 1,174 sq feet	Total Project Budget	MAHFH Contribution
USES				
Acquisition				
Properties	\$ 1,167	\$ 1,167	\$ 2,334	MAHFH
Closing Costs	\$ -	\$ -	\$ -	
Subtotal: Acquisition	\$ 1,167	\$ 1,167	\$ 2,334	
Construction				
Site Preparation	\$ 5,000	\$ 5,000	\$ 10,000	
Hard Costs (\$85.00 sq ft)	\$ 99,790	\$ 99,790	\$ 199,580	
Hard Costs - In-kind Contributions	\$ 3,570	\$ 3,570	\$ 7,140	MAHFH
Construction Management	\$ 12,000	\$ 12,000	\$ 24,000	
Construction Contingency (10% materials for volatility)	\$ 9,979	\$ 9,979	\$ 19,958	
Subtotal: Construction	\$ 130,339	\$ 130,339	\$ 260,678	
Professional Fees				
Appraisal	\$ 325	\$ 325	\$ 650	
Architect	\$ -	\$ -	\$ -	
Attorney	\$ 630	\$ 630	\$ 1,260	MAHFH
Cost Cert/Audit	\$ 900	\$ 900	\$ 1,800	
Engineer	\$ -	\$ -	\$ -	
Environmental Consultant	\$ 4,850	\$ 4,850	\$ 9,700	
Energy Star Rater	\$ 325	\$ 325	\$ 650	
Surveyor	\$ 1,500	\$ 1,500	\$ 3,000	
Subtotal: Professional Fees	\$ 8,530	\$ 8,530	\$ 17,060	
Carrying Costs & Other Project Fees				
Application Fees	\$ 1,852	\$ 1,852	\$ 3,704	MAHFH
Inspections	\$ -	\$ -	\$ -	
Interest Costs	\$ 700	\$ 700	\$ 1,400	MAHFH
Bank Fees	\$ 100	\$ 100	\$ 200	MAHFH
Property Insurance	\$ 4,500	\$ 4,500	\$ 9,000	MAHFH
Real Estate Taxes	\$ -	\$ -	\$ -	
Title Insurance & Recording	\$ 475	\$ 475	\$ 950	MAHFH
Subtotal: Carrying Costs & Other Project Fees	\$ 7,627	\$ 7,627	\$ 15,254	
Developer Fee	\$ 8,000	\$ 8,000	\$ 16,000	
TOTAL PROJECT COST	\$ 155,663	\$ 155,663	\$ 311,326	
Projected Sales Price	105000	105000	\$ 210,000	
First Mortgage	95000	95000	\$ 190,000	
Forgivable Second Mortgage	10000	10000	\$ 20,000	
SOURCES				
HOME	\$ 142,669	\$ 142,669	\$ 285,338	
Private Donor Cash (Secured)	\$ 8,257	\$ 8,257	\$ 16,514	
Private Donor In-kind Contributions (Secured)	\$ 3,570	\$ 3,570	\$ 7,140	
Developer Equity Pre-Construction (Secured)	\$ 1,167	\$ 1,167	\$ 2,334	
Subtotal: MAHFH Contribution	\$ 12,994	\$ 12,994	\$ 25,988	
TOTAL PROJECT SOURCES	\$ 155,663	\$ 155,663	\$ 311,326	

Affidavit Verifying Status for Macon-Bibb County Public Benefit Application

By executing this affidavit under oath, as an applicant for Macon-Bibb County, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as referenced in 8 U.S.C. Section 1621 and O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a Macon-Bibb County, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit for:

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity.]

Check one of the following two options.

1) _____ I am a United States citizen.

OR

2) _____ I am a legal permanent resident, eighteen (18) years of age or older, or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act eighteen (18) years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date _____

Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 2023_

* _____
Alien Registration Number for Non-Citizens

Notary Public
My Commission Expires:

**Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definitions of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number: _____*

F:\LEGAL\K\SAVE\Affidavit Verifying Status-Alien or Citizen.doc

Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 2023 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2023.

NOTARY PUBLIC

My Commission Expires:

F:\LEGAL\K\SAVE\Contractor Affidavit 2011.doc

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____

_____ (name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 2023 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2023.

NOTARY PUBLIC

My Commission Expires:

F:\LEGAL\K\SAVE\Subcontractor Affidavit 2011.doc

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract for _____

_____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____(name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____

_____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____

_____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

Name of Public Employer

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

Executed on _____, 2023 in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2023.

NOTARY PUBLIC

My Commission Expires: