



Board of County Commissioners Pre-Commission Meeting

March 5, 2024 | 5:30 PM

City Hall
700 Poplar Street
Macon, GA 31201

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

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the February 20, 2024 meeting (Sponsored by:)

3. Appointments to Authorities, Boards and Committees

- a. Resolution Of The Macon-Bibb County Commission Reappointing Patrice N. Walker, M.D., To The Macon-Bibb County Board Of Health (Sponsored by: Lester M. Miller, Mayor)
- b. Resolution Of The Macon-Bibb County Commission Reappointing Erin Keller To The Board Of Directors Of The River Edge Behavioral Health Community Service Board (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Appointing Charles Richardson To The Board Of Directors Of The River Edge Behavioral Health Community Service Board (Sponsored by:)

4. New Alcohol Beverage Licenses

- a. Exxon 36 Spring d.b.a. R&D Food Mart located at 36 Spring Street, Macon, GA (Sponsored by:)

- b. Jigi 4737 d.b.a. Jumbo Mart located at 4737 Houston Road, Macon, GA

Legal recommends denial as property owner owes taxes on real property.

(Sponsored by:)

5. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A 2024 National Crime Victims' Rights Week Community Awareness Project Grant In The Amount Of \$2,544.48, With No Local Match, To The Bibb County Solicitor General's Office (Sponsored by:)

6. Contracts and Purchase Orders for Approval

- a. Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With DISYS Solutions, Inc., In The Amount Of \$146,326.00 For Malware And Antivirus Protection Software To Be Paid From The It Department Budget, It Systems & Network, Repairs & Maintenance – Computer Network Line Item (Sponsored by: Lester M. Miller, Mayor)
- b. Resolution Of The Macon-Bibb County Commission Authorizing The Payment Of An Invoice In The Amount Of \$44,165.00 To Health Services Of Central Georgia (Atrium Health Navicent) For Employee Biometric Screening Services, To Be Paid From The Group Insurance Fund – Self Funded – Wellness Program Line Item (Sponsored by: Lester M. Miller, Mayor)
- c. Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Patricia Ussery For The Provision Of Court Reporting And Transcription Services For The Macon Judicial Circuit Accountability Court Programs, To Be Paid From The Judicial Council Of Georgia American Rescue Plan Act Grant (Sponsored by: Lester M. Miller, Mayor)

7. 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);

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
February 20, 2024 – 4:30 PM
Government Center
(Commission Chamber)**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on February 20, 2024 at 4:30 PM in the Commission Chamber at the Government Center.

COMMISSION MEMBERS PRESENT

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 Brendalyn Bailey

COMMISSIONERS ABSENT

Commissioner Virgil Watkins

GUESTS PRESENT

Julie Wilkerson, Exec. Director, Macon Arts Alliance
Gary Wheat, President and CEO, Visit Macon
Tonja Khabir, Linear Park
Dr. Gary Gerber, Dean, Professor of Music, Mercer University

STAFF PRESENT

Duke Groover, Interim County Attorney
Janice Ross, Clerk of Commission
Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Director of Planning and Public Spaces
Michael McNeill, Sr. Assistant Co. Attorney
Sara Davis, Assistant Co. Attorney
Andreanna Beavers, Asst. Co. Attorney
Frank Howard, Asst. Co. Attorney
Chris Floore, Chief Communication Officer
Edna Ruiz, Communication Specialist
Olivia Waters, Communication Specialist

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the February 6, 2024 Pre-Commission meeting (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the minutes from the February 6, 2024 Pre-Commission meeting were approved.

3. Appointments to Authorities, Boards and Committees

- a. Resolution of the Macon-Bibb County Commission appointing Robert Redmond to the Macon-Bibb County Planning and Zoning Commission (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Wynn and carried unanimously, the Resolution of the Macon-Bibb County Commission appointing Robert Redmond to the Macon-Bibb County Planning and Zoning Commission was approved..

4. Presentation by Macon Arts Alliance

- a. Presentation on Sound Diplomacy Music Study by Macon Arts Alliance-Director Julie Wilkerson (Sponsored by:)

5. Contracts and Purchase Orders for Approval

- a. Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Statewide Mutual Aid And Assistance Agreement With The Georgia Emergency Management And Homeland Security Agency And Other Participating Jurisdictions (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Mayor Pro Tem Clark and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Statewide Mutual Aid And Assistance Agreement With The Georgia Emergency Management And Homeland Security Agency And Other Participating Jurisdictions was approved.

- b. Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Approve Issuance Of A Purchase Order To Tyler Technologies, Inc., For New World Public Safety Software Licenses In The Amount Of \$301,346.93, Payable From The I.T. Department Budget, Enterprise Applications, Repair & Maintenance – Software Licenses & Maintenance Line Item; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Lucas, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Approve Issuance Of A Purchase Order To Tyler Technologies, Inc., For New World Public Safety Software Licenses In The Amount Of \$301,346.93, Payable From The I.T. Department Budget, Enterprise Applications, Repair & Maintenance – Software Licenses & Maintenance Line Item was approved.

- c. Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Independent Contractor Agreements With Mac Face Marketplace Co. And Express Services, Inc. To Provide Temporary Laborers As Needed For Manual Labor Projects, To Be Paid From The Solid Waste Budget – Collections – Contract Labor Line Item 541.4510.523850.001 (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Jones, seconded by Commissioner Lucas and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Independent Contractor Agreements With Mac Face Marketplace Co. And Express Services, Inc. To Provide Temporary Laborers As Needed For Manual Labor Projects, To Be Paid From The Solid Waste Budget – Collections – Contract Labor Line Item 541.4510.523850.001 was approved.

- d. Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Francis & Wade, Limited Co., In The Amount Of \$68,000.00, For The Provision Of Consulting Services For The Linear Park Project, To Be Paid From The Grants Fund – Linear Park - ARPA – Contract Labor – Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Francis & Wade, Limited Co., In The Amount Of \$68,000.00, For The Provision Of Consulting Services For The Linear Park Project, To Be Paid From The Grants Fund – Linear Park - ARPA – Contract Labor – Contractual Services Line Item was approved.

- e. Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order In The Amount Of \$200,000.00 To Mead Road Transfer Station For Services Related To The Disposal Of Debris And Waste From The Demolition Of Blighted Houses, To Be Paid From The Blight Elimination Fund – Landfill Tipping Fees Line Item; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Jones and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order In The Amount Of \$200,000.00 To Mead Road Transfer Station For Services Related To The Disposal Of Debris And Waste From The Demolition Of Blighted Houses, To Be Paid From The Blight Elimination Fund – Landfill Tipping Fees Line Item was approved.

- f. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Professional Services

Agreement With Southern Behavioral Services In An Annual Amount Of Up To \$99,320.00 To Provide Services To Operate The Employee Assistance Program For Macon-Bibb County Employees To Be Paid From General Fund - Human Resources - Payments To Others Employee Assistance Services Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Lucas, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Professional Services Agreement With Southern Behavioral Services In An Annual Amount Of Up To \$99,320.00 To Provide Services To Operate The Employee Assistance Program For Macon-Bibb County Employees To Be Paid From General Fund - Human Resources - Payments To Others Employee Assistance Services Line Item was approved.

6. Emergency Repair Services

- a. Resolution Of The Macon-Bibb County Commission Ratifying The Signing Of An Agreement With Warren Associates Inc., In The Amount Of \$315,257.00, For Emergency Repair Services For Lake Tobosofkee Docks And Seawall (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wilder, seconded by Commissioner Howell and carried unanimously, the Resolution Of The Macon-Bibb County Commission Ratifying The Signing Of An Agreement With Warren Associates Inc., In The Amount Of \$315,257.00, For Emergency Repair Services For Lake Tobosofkee Docks And Seawall was approved.

7. Grants

- a. Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Summer 2024 Georgia County Internship Program ("GCIP") Grant From The ACCG Civic Affairs Foundation In The Amount Of \$3,259.50, With A Local Match Of Up To \$250.00 To Be Paid From The Sponsored Projects Budget, For The Macon Judicial Circuit Public Defender Summer Internship Program (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Summer 2024 Georgia County Internship Program ("GCIP") Grant From The ACCG Civic Affairs Foundation In The Amount Of \$3,259.50, With A Local Match Of Up To \$250.00 To Be Paid From The Sponsored Projects Budget, For The Macon Judicial Circuit Public Defender Summer

Internship Program was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Summer 2024 Georgia County Internship Program ("GCIP") Grant From The ACCG Civic Affairs Foundation In The Amount Of \$3,259.50, With A Local Match Of Up To \$2,400.00 To Be Paid From The County Attorney's Office Budget, For The Macon-Bibb County Attorney's Office Intern Program (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Summer 2024 Georgia County Internship Program ("GCIP") Grant From The ACCG Civic Affairs Foundation In The Amount Of \$3,259.50, With A Local Match Of Up To \$2,400.00 To Be Paid From The County Attorney's Office Budget, For The Macon-Bibb County Attorney's Office Intern Program was approved.

8. Street Dedication

- a. Ordinance Of The Macon-Bibb County Commission To Dedicate That Portion Of Robinson Road Running Between Hollingsworth Road And Durrs Drive In Honor Of Reverend Curtis Raines, Sr., In Recognition Of His Years Of Service And Leadership To New Pilgrim Missionary Baptist Church And The Macon-Bibb Community; To Appropriate An Amount Not To Exceed \$500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Materials And Memorial Signage (Sponsored by: Brendalyn Bailey, Commissioner)

On motion of Commissioner Bailey, seconded by Commissioner Bronson and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Dedicate That Portion Of Robinson Road Running Between Hollingsworth Road And Durrs Drive In Honor Of Reverend Curtis Raines, Sr., In Recognition Of His Years Of Service And Leadership To New Pilgrim Missionary Baptist Church And The Macon-Bibb Community; To Appropriate An Amount Not To Exceed \$500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Materials And Memorial Signage was approved.

- b. Ordinance Of The Macon-Bibb County Commission To Dedicate That Portion Of Hollingsworth Road Running Between Robinson Road And Hacienda Court In Honor Of Reverend Bryant Raines, In Recognition Of His Years Of Service And Leadership To New Pilgrim Missionary Baptist Church And The Macon-Bibb Community; Appropriation Of An Amount Not To Exceed \$500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Materials And Memorial Signage (Sponsored by: Brendalyn Bailey, Commissioner)

On motion of Commissioner Bailey, seconded by Commissioner Bronson and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Dedicate That Portion Of Hollingsworth Road Running Between Robinson Road And Hacienda Court In Honor Of Reverend Bryant Raines, In Recognition Of His Years Of Service And Leadership To New Pilgrim Missionary Baptist Church And The Macon-Bibb Community; Appropriation Of An Amount Not To Exceed \$500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Materials And Memorial Signage was approved.

9. Mid Year Budget Adjustment

- a. An Ordinance Of The Macon-Bibb County Commission To Make A Mid-Year Budget Adjustment; To Amend The FY 2024 Budget By Amending Revenue Lines To Recognize The Increased Revenue Received To Date In The Amount Of \$1,160,000.00; Appropriating \$14,333,909.00 From General Fund; And Appropriating Various Expense Line Items, Including Certain Capital Improvements, In A Total Amount Of \$15,493,909.00, And Making Other Mid-Year Adjustments (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Jones and carried unanimously, the An Ordinance Of The Macon-Bibb County Commission To Make A Mid-Year Budget Adjustment; To Amend The FY 2024 Budget By Amending Revenue Lines To Recognize The Increased Revenue Received To Date In The Amount Of \$1,160,000.00; Appropriating \$14,333,909.00 From General Fund; And Appropriating Various Expense Line Items, Including Certain Capital Improvements, In A Total Amount Of \$15,493,909.00, And Making Other Mid-Year Adjustments was approved.

10. 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 Mayor Miller, seconded by Mayor Pro Tem Clark and carried unanimously, the meeting went into Executive Session at 5:32 p.m. for the reasons listed.

On motion of Commissioner Jones, seconded by Commissioner Howell and carried unanimously, the meeting came out of Executive Session at 6:04 p.m.

11. Purchase and Sale Agreements

- a. Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor Sign Such Documents As Are Necessary To Purchase Parcels
(Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor Sign Such Documents As Are Necessary To Purchase Certain Parcels of Real Property Totaling 1.34 acres, More Or Less, At An Amount Not To Exced \$730,000.00 and To Appropriate Such Funds From the General Fund was approved.

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



LEGISLATIVE SPONSORS

☒ **MAYOR LESTER M. MILLER**

☐ **COMMISSIONER VALERIE WYNN**

☒ **COMMISSIONER ELAINE LUCAS**

☐ **COMMISSIONER RAYMOND WILDER**

☐ **COMMISSIONER VIRGIL WATKINS, JR.**

☒ **MAYOR PRO TEMPORE SETH CLARK**

☐ **COMMISSIONER PAUL BRONSON**

☐ **COMMISSIONER MALLORY C. JONES, III**

☐ **COMMISSIONER BILL HOWELL**

☐ **COMMISSIONER BRENDA LYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING PATRICE N. WALKER, M.D., TO THE MACON-BIBB COUNTY BOARD OF HEALTH; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, O.C.G.A. § 31-3-2 outlines the appropriate composition and term of members for each county Board of Health in the state; and

WHEREAS, Patrice N. Walker, M.D. is currently serving as the physician member of the Macon-Bibb County Board of Health; and

WHEREAS, Patrice N. Walker, M.D. has been recommended for reappointment, meets all requirements to serve as the physician member, and has expressed her interest to continue to serve as a member of the Board; and

WHEREAS, Dr. Walker's term expired December 31, 2023; and

WHEREAS, this reappointment shall be effective as of January 1, 2024, and Dr. Walker shall serve a term of six years or until her successor is appointed and qualified; 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 Patrice N. Walker, M.D. is hereby reappointed to serve as a member of the Macon-Bibb County Board of Health to promote public health for a term of six years with said term to expire December 31, 2029.

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

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LEGISLATIVE SPONSORS

☒ **MAYOR LESTER M. MILLER**

☐ **COMMISSIONER VALERIE WYNN**

☐ **COMMISSIONER ELAINE LUCAS**

☐ **COMMISSIONER RAYMOND WILDER**

☐ **COMMISSIONER VIRGIL WATKINS, JR.**

☐ **MAYOR PRO TEMPORE SETH CLARK**

☐ **COMMISSIONER PAUL BRONSON**

☐ **COMMISSIONER MALLORY C. JONES, III**

☐ **COMMISSIONER BILL HOWELL**

☐ **COMMISSIONER BRENDA LYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING ERIN KELLER TO THE BOARD OF DIRECTORS OF THE RIVER EDGE BEHAVIORAL HEALTH COMMUNITY SERVICE BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the River Edge Behavioral Health Center is a keystone provider of behavioral healthcare in the Middle Georgia area and offers services for substance abuse, mental health, development disabilities, and other similar fields; and

WHEREAS, River Edge is designated by the Georgia Department of Behavioral Health and Developmental Disabilities to serve four (4) central Georgia counties: Bibb, Jones, Monroe and Twiggs; and

WHEREAS, the River Edge Behavioral Health Center is overseen by a Board of Directors, with each said director being appointed and serving three (3) year terms as stated O.C.G.A. 37-2-6; and

WHEREAS, O.C.G.A. § 37-2-6 provides that the governing authority of Macon-Bibb County shall be authorized to appoint certain members to the Board of Directors; and

WHEREAS, Mayor Lester Miller received a letter of recommendation to reappoint Erin Keller from the Chief Executive Officer of River Edge Behavioral Health attached here to as exhibit A; and

WHEREAS, Erin Keller has already served a full term, her previous term expired February 1, 2024; and

WHEREAS, Erin Keller has expressed her willingness to continue to serve and meets all rules, regulations, and requirements necessary for reappointment to the Board of Directors for the River Edge Community Service Board; 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 Erin Keller is hereby reappointed to serve as a member of the Board of Directors for the River Edge Community Service Board for a term of three years, with said term to begin effective date of this resolution.

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 that this Resolution or part of 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 the is 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 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 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 _____, 2024.

By: _____
Lester M. Miller, Mayor

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

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Exhibit A



175 Emery Highway
Macon, Georgia 31217
(478) 803-7600
river-edge.org

Approved

January 18, 2024

The Honorable Lester Miller
Mayor of Macon-Bibb County
700 Poplar Street
Macon, GA 31201

Dear Mayor Miller,

I write today to seek the reappointment of Ms. Erin Keller to the Board of Directors of River Edge Behavioral Health. Her current 3-year term will expire on February 1, 2024.

River Edge is designated by the Georgia Department of Behavioral Health and Developmental Disabilities to serve four (4) central Georgia counties: Macon-Bibb, Jones, Monroe and Twiggs. Ms. Keller's reappointment will fill one of the Macon-Bibb County seats on the board, per the below code section.

Per (2014 Ga. Laws 309, codified as O.C.G.A. § 37-2-6):

(i) For community service boards whose community service board area contains nine or fewer counties, the membership of the board shall be set at nine members and appointments to the board shall be made by the governing authority of each county within the community service board area in descending order from the county with the largest population to the county with the smallest population according to the most recent United States decennial census and this method shall be repeated until all nine members of the governing board of the community service board are appointed. If a county governing authority fails to make an appointment within a reasonable time, the next descending county by population shall make an appointment and the method shall continue;

Ms. Keller's commitment to Macon-Bibb is well-known. She is currently Chief of Staff and Vice President for Development with NewTown Macon. Ms. Keller has brought valuable experience and insight to River Edge's Board and has served faithfully. Ms. Keller has confirmed her willingness and availability to serve a further three-year term.

I am grateful for the partnership with you and the Macon-Bibb consolidated government and am hopeful for the Commission's favorable consideration of this request at its next meeting.

Warmest regards,

Cass Hatcher, CCM, EDFP
Chief Executive Officer

CC: File / Ms. Keller

We Make Life Better™



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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING CHARLES RICHARDSON TO THE BOARD OF DIRECTORS OF THE RIVER EDGE BEHAVIORAL HEALTH COMMUNITY SERVICE BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the River Edge Behavioral Health Center is a keystone provider of behavioral healthcare in the Middle Georgia area and offers services for substance abuse, mental health, development disabilities, and other similar fields; and

WHEREAS, River Edge is designated by the Georgia Department of Behavioral Health and Developmental Disabilities to serve four (4) central Georgia counties: Bibb, Jones, Monroe and Twiggs; and

WHEREAS, the River Edge Behavioral Health Center is overseen by a Board of Directors, with each said director being appointed and serving three (3) year terms as stated O.C.G.A. 37-2-6; and

WHEREAS, O.C.G.A. § 37-2-6 provides that the governing authority of Macon-Bibb County shall be authorized to appoint certain members to the Board of Directors; and

WHEREAS, Mayor Lester Miller received a letter of recommendation to appoint Charles Richardson to the Board of Directors of River Edge Behavioral Health to fill the seat formerly held by Charles Jones; and

WHEREAS, Charles Jones term was set to expire February 2, 2024, he resigned from his seat July 18, 2023; and

WHEREAS, Charles Jones has expressed his willingness to continue to serve and meets all rules, regulations, and requirements necessary for appointment to the Board of Directors for the River Edge Community Service Board; 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 Charles Richardson is hereby appointed to serve as a member of the Board of Directors for the River Edge Community Service Board for a term of three years, with said term to begin effective date of this resolution.

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 that this Resolution or part of 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 the is 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 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 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 _____, 2024.

By: _____
Lester M. Miller, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

*Q:\RES MACON-BIBB\2024 Miller Appointing Charles Richardson To Board Of Directors Of River
Edge Behavioral Health Community Service Board.Docx*

EXHIBIT A



Approved


175 Emery Highway
Macon, Georgia 31217
(478) 803-7600
river-edge.org

February 13, 2024

The Honorable Lester Miller
Mayor of Macon-Bibb County
700 Poplar Street
Macon, GA 31201

Dear Mayor Miller:

I write today to seek the appointment of Mr. Charles Richardson to the Board of Directors of River Edge Behavioral Health for a three-year term to fill the seat formerly held by Mr. Charles Jones. After serving faithfully since January 2017, Mr. Jones stepped down on July 18, 2023. Our records indicate that the unexpired portion of Mr. Jones' three-year term concluded on February 2, 2024.

River Edge is designated by the Georgia Department of Behavioral Health and Developmental Disabilities to serve four (4) central Georgia counties: Jones, Macon-Bibb, Monroe and Twiggs. Mr. Richardson's appointment would complement the skills and experience of the current Board of Directors by bringing financial oversight experience to the table.

Per (2014 Ga. Laws 309, codified as O.C.G.A. § 37-2-6):

(i) For community service boards whose community service board area contains nine or fewer counties, the membership of the board shall be set at nine members and appointments to the board shall be made by the governing authority of each county within the community service board area in descending order from the county with the largest population to the county with the smallest population according to the most recent United States decennial census and this method shall be repeated until all nine members of the governing board of the community service board are appointed. If a county governing authority fails to make an appointment within a reasonable time, the next descending county by population shall make an appointment and the method shall continue;

I am so grateful for the partnership with you and the Macon-Bibb consolidated government, and I am hopeful for the Commission's favorable consideration of this request at its next meeting.

Warmest regards,



Cass Hatcher, CCM, EDFP
Chief Executive Officer

C: Mr. Richardson
File

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Charles Richardson

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

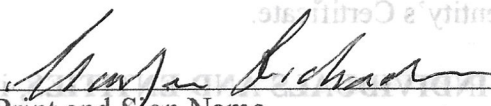
3. Benefit or privilege for which the applicant is applying (mark one):

☐ 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.

C. Richardson Consulting

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.


 Print and Sign Name
CHARLES RICHARDSON

Sworn to and subscribed before me this
28 day of February, 2024

Notary Public
 My commission expires:

Added to the March 5, 2024
Pre-Commission Agenda



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

License Fees are Prorated by Month that Completed Application is Submitted

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	\$0
☐ 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 Alcohol License Fees + \$400 Application Fee = Total \$ 1900

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal 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 goodstanding.
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 a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity...Proof of Non-Profit 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.08/2023

Select One: ☒ New Business ☐ Change of location ☐ Change of Business

BUSINESS

Federal Tax ID #: 92-3424023 State Tax ID #: 202-88356820
 Business Name: R & D Food Mart Corporate and Trade Name: Exxon 36 Spring LLC
 Local Business Address: 36 Spring street Macon GA 31201
(P.O. Box Not Allowed) City State Zip
 Mailing Address: same as above 36 Spring st, Macon, GA, 31201
(P.O. Box Not Allowed) City State Zip
 Local Business Phone #: (631) 416-4145 Email Address: Exxonmacon@gmail.com
 Contact Person: Gerald Contact Phone #: (478) 332-7873

AGENT

Agent's Name: Gerald A Eastaling Agent's Title: Owner
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 874 hoppersucker Rd City: Dublin State: GA Zip: 31021
 Home Phone #: 478-332-7873 Email: Geepe1023@icloud.com
 Mailing Address: 874 hoppersucker Rd City: Dublin State: GA Zip: 31021

INDIVIDUAL/OWNER INFORMATION

Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: _____ Title: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Home Phone #: _____ Email: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____

Rev. 10/2021

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): <u>Gerald Andrew Easterning</u>			
Home Address: <u>8740 Peters Creek Rd. Dublin GA 31021</u>			
Sex	Race	Date of Birth	Social Security Number
<u>M</u>	<u>Black</u>		



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.

Gerald Easterning
Signature

8-1-23
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 (c) (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: Toms Food Mart (Jms groceries LLC)

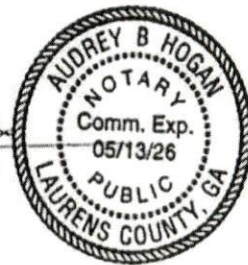
Printed Name of Applicant: Herald Easterling

*Signature of Applicant: Herald Easterling

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 2 DAY OF November, 2023
Audrey B Hogan
NOTARY PUBLIC

05/13/2024
MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: GERALD A EASTERLING

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 36 SPRING ST.

BUSINESS NAME: R & D 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.

☒ 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:

John W. Hayes for
F. Charles Brooks, Macon-Bibb County Engineer

Date:

8/7/23

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.

R + D Food Mart

#36 Spring Street

2,950' — SCHOOL GROUND property line

Saint Joseph's Elem. School

3,000' — SCHOOL BUILDING

Saint Joseph Elem. School

3,250' — COLLEGE CAMPUS property line

Mercer University

#433 Cherry Street

1,550' — ALCOHOL TREATMENT CENTER building

River Edge

Emercy Highway

3,500' — PUBLIC LIBRARY or BRANCH building

Washington Memorial Library

3,000' — MHA housing unit property line

Mounts Homes

N/A ??

Vice Mart – Small Box Retail Store – Small Box Discount store

Applicant self-identifies as a "Vice Mart", however, it has fuel pumps which makes it a "GAS STATION" which is exempt for this distance requirement

OK!
Paul J. Hornowski
August 7, 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
106378	451371	Print Legal Ad-IPL01339160 - IPL0133916	0000	\$46.36	1	29 L

Attention: AMS 2021

Convenient store
302 highway 49
Byron, GA 31008

mryfatima@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR BEER, WINE, LIQUOR
Package to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the August 10, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Exxon 36 spring LLC (R&D Food mart), 36 Spring Street Macon, GA 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This August 3, 2023. Maryam Fatima
Haseeb, Applicant
IPL0133916
Aug 3,10 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:

08/03/23, 08/10/23

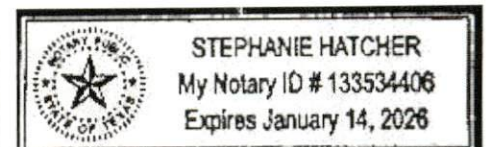
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Semons

Sworn to and subscribed before me this 10th day of August 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-2023-1774	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 08/10/2023
ISSUED TO NAME:	Gerald A Easterling	
	R&D Food Mart/Exxon	
PROPERTY OWNER'S NAME:	MF 45 LLC	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional c-store	
ADDRESS OF PROPOSED USE:	40 SPRING ST AKA 36 Spring St	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	R071-0121	ZONING DISTRICT: CBD-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- for a change of ownership of a convenience store with fuel sales and alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. No new construction authorized by this 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. 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 08/10/2024

APPROVED BY: John Langstaff

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 : 23088147

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

EXXON 36 SPRING LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **04/18/2023** 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 **04/20/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 4/18/2023 11:19:04 AM

BUSINESS INFORMATION

CONTROL NUMBER	23088147
BUSINESS NAME	EXXON 36 SPRING LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	04/18/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	36 SPRING ST, MACON, GA, 31201, USA
----------------	-------------------------------------

REGISTERED AGENT

NAME	ADDRESS	COUNTY
GERALD A EASTERLING	36 SPRING ST, MACON, GA, 31201, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
GERALD A EASTERLING	ORGANIZER	116 W MARY ST, DUBLIN, GA, 31021, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	GERALD EASTERLING
AUTHORIZER TITLE	Organizer



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
BRAD
RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	EXXON 36 SPRING LLC	Control Number:	23088147
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	36 SPRING ST, MACON, GA, 31201, USA	Date of Formation / Registration Date:	4/18/2023
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name:	GERALD A EASTERLING
Physical Address:	36 SPRING ST, MACON, GA, 31201, USA
County:	Bibb

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

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: R&D Fuel Mart Name of Corporation: Exxon 36 Spring LLC

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

Individual:

Name and Title: Owner Telephone Number: (478) 246 8613

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 116 W Mary St

Mailing Address: Dublin GA

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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



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

Alcohol Handler's Beverage License Application Renewal

APPLICANT

First Name: Gerald Last Name: Easterling
Home Address: 874 hanesuckie Rd City: Dublin State: GA Zip: 31021
Home Phone #: 478-332-7373 Email: geasterling.aninc@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 874 hanesuckie Rd City: Dublin State: GA Zip: 31021

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

CERTIFICATION

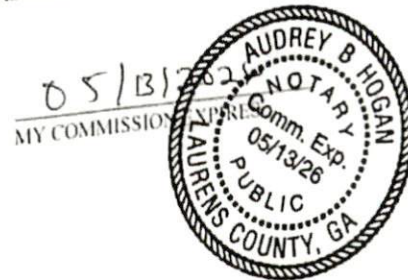
I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Gerald Easterling
Applicant's Signature

Nov-7-23
Date

I hereby certify that Gerald Easterling 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 2 day of November, 2023
Audrey B Hogan
NOTARY PUBLIC





Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

GERALD EASTERLING

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-11-11

Serial No.

cert_6w4cm97f





Gerald Easterling



AH001118

ALCOHOL HANDLER

EXP: 12/31/2024

STATE OF GEORGIA
COUNTY OF BIBB

June, 1st, 2023

Management Agreement Lease

This Management Agreement ("Agreement") made and entered into as of this 1st day of JUNE-2023 by and between MFS 786 LLC and EXXON 36 SPRING LLC ("Owner" And Master Lessee) Maryam Fatima and Gerald A Easterling ("Manager") for the store located at 36 spring street, Macon Ga 31201 ("Premises") and more particularly known as **R&D Food Mart** ("Business").

The owner and manager agreed that for the period of **Twenty-four (24)** Months Manager will run the store on this agreement operate the said business with full responsibilities as owner, pay all the taxes on time, and abide with all the rules and regulations of County and State.

In addition, Owner (Manager) will pay \$ 4500 as a Rent to the Landlord which will be due on or before the fifth (5th) of every month.

At the end of Agreement or anytime earlier as mutually agreed, Owner (Manager) will hand over the inventory to the Owner and clear all his obligations including, but not limited to, US express money order, Georgia lottery Corp., and EMC.

At the end of the initial months, this Agreement will be extended for another Twelve (12) months at the sole decision of the owner with different terms and conditions agreed by both parties.

Duties of Owner (Manager): Owner (Manager) agrees to take over all the responsibilities of order for the operation and management of the business and to maintain the goodwill and profitability of the business and to preserve the equipment, fixtures, premises, contract rights and other properties of the business, including, but not limited to, the proper performance of the following duties:

- a) Maintenance of the inventory and supplies of the business at proper levels and in good order and condition.
- b) Payment of all bills and debts of the business and collection of all accounts due to the business.
- c) Maintenance of adequate insurance on the business and its properties, including payment of all premiums, therefore.
- d) Routine maintenance, repair, and replacement of the fixtures and equipment of the business.
- e) Compliance with all obligations of Owner with respect to the contract supply Agreement with Walthall petroleum, LLC including maintaining all standards and maintain all necessary paperwork for the Underground storage Tanks ("UST") required by the State of Georgia.
- f) Owner (Manager) shall be responsible for filing and paying Federal and State Income Taxes with respect to the profits of the Business and shall be entitled to all deduction with respect thereto.

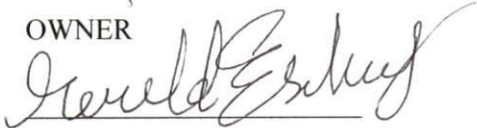
Owner (Manager) shall be responsible for filing all returns and paying all Sales Taxes, Employment Taxes, License taxes and other Taxes with respect to the operation of the business as part of the cost of operation by the Owner (Manager). To the extent that any tax or license fee payable with respect to a period which overlaps the beginning or the end of this Agreement, such tax shall be prorated between the parties.

- g) Owner (Manager) shall strictly observe and shall ensure that all employees of the business observe, all applicable laws and regulation pertaining to the operation of the Business including but not limited to, laws and regulation pertaining to alcoholic beverage sales, food stamps transactions and Department of Health and Agriculture regulations.



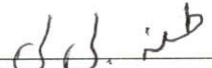
6/1/2023

OWNER

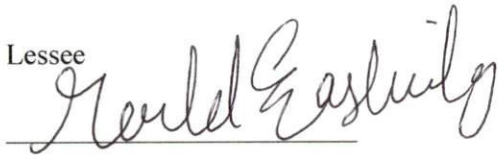


BY: _____

6/1/2023


Witness

Lessee



BY: _____

Witness

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: Gerald Easterling Date: 8-1-23

Business Name Exxon R & D food mart

I hereby certify that Gerald Easterling (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 01 day of August, 2023

Jasmine West
NOTARY PUBLIC



03/11/2025
MY COMMISSION EXPIRES

Owner/Individual Certification

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

Individual/Owner's Signature: Gerald Easterling Date: 8-1-23

(If different from Agent)

Title: Owner

Business Name: R & D Food Mart

I hereby certify that Gerald Easterling (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 01 day of August, 2023

Jasmine West
NOTARY PUBLIC



03/11/2025
MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: R & D Food Mart (Exton 36 Spring LLC)

Business Address: 36 Spring St, Macon GA, 31201

Instructions:

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

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

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

Definitions:

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

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

David A. Esterling
Applicant/Agent Signature

8-1-23
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

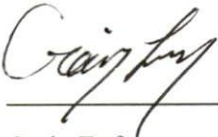
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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: R & D Food Mart

Business Address: 36 Spring street, Macon, GA, 31201

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.

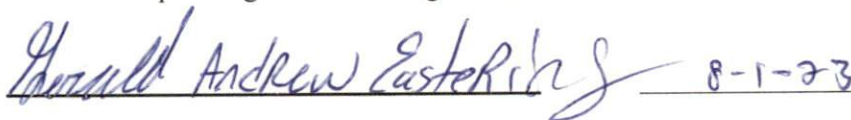


Code Enforcement Department Designee

9/14/23

Date

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



Applicant/Agent Signature

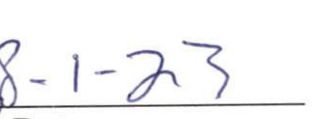
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

		
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: R & D Food Mart
 Owner's Name: Gerald A. Easterling
 Address: 36 Spring Street, Macon, GA 31201

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

Gerald A. Easterling
 Printed Name of person completing form

Gerald Easterling
 Signature of person completing form

8-1-23

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: R & D Food Mart (Exxon 36 Spring LLC)

Business Address: 36 Spring street, Macon, GA, 31201

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

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

Gerald Easton
Applicant/Agent Signature

8-1-23
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: Owner Gerald A Easterling
 2. Name of the subject of this Certificate, if different from the applicant:

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

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

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

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

Gerald Andrew Easterling
 Print and Sign Name
Gerald Easterling

Sworn to and subscribed before me this
01 day of August, 2023.

Jasmine West
 Notary Public
 My commission expires: 03/11/2025



Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Maryam Fatima Haseeb
~~Gerald A. Easterling~~

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.

Sam 786 LLC
MF 786 LLC

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.

Maryam Fatima Haseeb
Print and Sign Name

Sworn to and subscribed before me this
03 day of Nov, 2023.

Jasmine Barner

Notary Public

My commission expires: 03.11.2025





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

Reviewed By: _____

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Gerald Easterling- no fingerprints needed

Business Name: Exxon 36 Spring LLC DBA R&D Food Mart

Business Address: 36 Spring St, Macon, GA 31201

After investigation, I recommend that the license requested herein be:		
Granted	DocuSigned by Sheriff, Macon-Bibb County, Georgia 11/22/2023	
	1C561778CDEE414...	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 2/21/2024 (Date)  (Initials)

Comments

After review, legal recommends approval.

Initials



Stephanie Freeman, Administrative Office Specialist

Added to the March 5, 2024
Pre-Commission Agenda



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

License Fees are Prorated by Month that Completed Application is Submitted

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	\$0
☐ 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 goodstanding.
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 of Non-Profit 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.08/2023

Select One: ☒ New Business ☐ Change of location ☐ Change of Business

BUSINESS

Federal Tax ID #: 93-2894891 State Tax ID #: 308-916892

Business Name: JUMBO'S MART Corporate and Trade Name: JIGI 4737 LLC

Local Business Address: 4737 HOUSTON RD, MACON, GA 31216
(P.O. Box Not Allowed) City State Zip

Mailing Address: SAME AS ABOVE

Local Business Phone #: (470) 331 3338 Email Address: JUMBOMART4737@GMAIL.COM

Contact Person: SHAZEEB TARIQ SARDAR Contact Phone #: (470) 331 - 3338

AGENT

Agent's Name: SHAZEEB TARIQ SARDAR Agent's Title: OWNER

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Home Address: 3125 HAVERHILL ROWE City: LAWRENCEVILLE State: GA Zip: 30044

Home Phone #: 470 - 331 - 3338 Email: JUMBOMART4737@GMAIL.COM

Mailing Address: 4737 HOUSTON RD City: MACON State: GA Zip: 31216

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: SHAZEEB TARIQ SARDAR Title: OWNER

Home Address: 3125 HAVERHILL ROWE City: LAWRENCEVILLE State: GA Zip: 30044

Home Phone #: 470-331-3338 Email: JUMBOMART4737@GMAIL.COM

Mailing Address: 4737 HOUSTON RD City: MACON State: GA Zip: 31216

Rev. 08/23



Georgia Department of Revenue
Department of Revenue Alcohol License Application
DOR Alcohol License Application

Business Information

Business Name: JIGI 4737 LLC
Business Type: Subchapter S Corp.

Address Information

Location Address: 4737 HOUSTON RD MACON GA 31216-5015

Alcohol License Information

License Type: Retail
Start Date: 11-22-2023
Beer: Yes
Wine: Yes
Liquor: No
Airline or Railway Carrier: No
Local Jurisdiction Type: County
Local Jurisdiction: BIBB
Arrest History: No

Licensee Information

Licensee Type: Business
Licensee Name: SARDAR, SHAZEEB

Additional Information

Primary NAICS: 447110

Officers

SARDAR, SHAZEEB

Officer or Responsible Party

Both

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):	SHAZEEB TARIQ SARDAR		
Home Address:	3125 HAVERHILL ROWE, LAWRENCEVILLE, GA 30044		
Sex	Race	Date of Birth	Social Security Number
MALE	ASIAN		

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

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


Signature

10/25/23
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 <i>Georgia</i> Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Elder Care (N) - Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Children (W) - Provides <i>Georgia</i> Criminal History Record Information
☐	Public Records (P) – Provides <i>Georgia Felony Convictions</i> Only

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

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

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

Agency Designee Signature and Title

Date

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

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

- 1) X 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: JIGI 4737 LLC

Printed Name of Applicant: SHAZEEB TARIQ SARDAR

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 25th DAY OF October, 2023

Chrinesha McRae
NOTARY PUBLIC

9/21/2026
MY COMMISSION EXPIRES

CHRINESHA MCRAE
NOTARY PUBLIC
Bleckley County
State of Georgia
My Comm. Expires Sept. 21, 2026

MEASUREMENT FORM

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

APPLICANT: SHAZEER SARDAR

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 4737 HOUSTON RD.

BUSINESS NAME: JIGGI 4737 LLC

To Be Completed by County Engineer

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

☒ 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: 11-2-2023

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, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

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.

(Revised 8-23-2023) PJH

Jigzi 4737
 #4737 Houston Road
 9,400' — SCHOOL GROUND property line
 Southfield Elementary
 9,800' — SCHOOL BUILDING
 Southfield Elementary
 15,450' — COLLEGE CAMPUS property line
 Central Georgia Technical College
 29,250' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Hwy.
 8,950' — PUBLIC LIBRARY or BRANCH building
 Bloomfield Library
 11,500' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Shakespeare Homes
 3,700' — CHURCH (building)
 Pentecost Bible Holiness Church
 3,800' — CHURCH GROUNDS
 Pentecost Bible Holiness Church
 8,050' — M-B COUNTY RECREATION CENTER property
 Bloomfield - Gilead Recreation Center
 N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a:
 "GAS STATION"

OK! JCB
 Paul J. Hoinowski
 November 1, 2023



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
134123	484602	Print Legal Ad-IPL01459480 - IPL0145948		\$46.36	1	28 L

Attention: Jumbo's Mart

Jumbo's Mart jigi 4737 llc
4737 Houston Road
Macon, GA 31216

jumbomart4737@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR Beer/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 October 31, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Jigi 4737 llc/Jumbo Mart dba, 4737 Houston Road Macon, GA 31216. 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 November 7, 2023. Shazeeb
Tariq Sardar, Applicant
IPL0145948
Oct 31, Nov 7 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:

10/31/23, 11/07/23

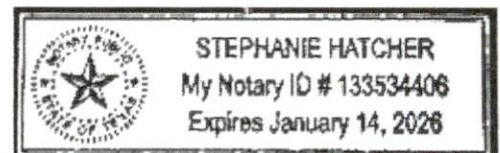
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Semon

Sworn to and subscribed before me this 7th day of
November 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-2023-2040	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 10/26/2023
ISSUED TO NAME:	Shazeeb Sardar Jigi 4737 LLC	
PROPERTY OWNER'S NAME:	VIRANI PROPERTIES USA INC	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional Change of ownership C-store with fuel sales and alcohol ptg	
ADDRESS OF PROPOSED USE:	4737 HOUSTON RD	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	P111-0036	ZONING DISTRICT: M-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change ownership of a convenience store with fuel sales and 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 10/26/2024

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.

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

JIGI 4737 LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **08/10/2023** 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 **08/14/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 8/10/2023 10:45:05 PM

BUSINESS INFORMATION

CONTROL NUMBER	23172657
BUSINESS NAME	JIGI 4737 LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	08/10/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	4737 HOUSTON RD, MACON, GA, 31216, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
SHAZEEB TARIQ SARDAR	4737 HOUSTON RD, MACON, GA, 31216, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
SHAZEEB TARIQ SARDAR	ORGANIZER	3125 HAVERHILL ROWE, LAWRENCEVILLE, GA, 30044-3157, USA

OPTIONAL PROVISIONS

SHAZEEB TARIQ SARDAR - SOLE MEMBER

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	SHAZEEB TARIQ SARDAR
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: JUMBO'S MART Name of Corporation: JIGI 4737 LLC

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

Individual:

Name and Title: SHAZEEB TARIQ SARDAR Telephone Number: (470) 331 - 3338

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Residential Street Address: 3125 HAVERHILL ROWE, LAWRENCEVILLE, GA 30044

Mailing Address: 4737 HOUSTON RD, MACON, GA 31216

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 (LLLLP)
 - ☐ 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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: SHAZEEB Last Name: SARDAR
Home Address: 3125 HAVERHILL ROWE City: LAWRENCEVILLE State: GA Zip: 30044
Home Phone #: (470) 331 - 3338 Email: JUMBOMART4737@GMAIL.COM
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 4737 HOUSTON RD City: MACON State: GA Zip: 31216

- ☐ 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.
- ☐ Current Color photograph of applicant
- ☐ \$25 cash, money order, check or debit/credit card 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

10/25/23
Date

I hereby certify that SHAZEEB TARIQ SARDAR 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 25th day of October, 2023

[Signature]
NOTARY PUBLIC

CHRINESHA MCRAE
NOTARY PUBLIC
Bleckley County
State of Georgia
My Comm. Expires Sept. 21, 2026

9/26/24
MY COMMISSION EXPIRES





Shazeeb Sardar



AH001147

ALCOHOL HANDLER

EXP: 12/31/2024

**Georgia
COMMERCIAL Lease Agreement**

This Lease Agreement (the "Agreement") is made and entered on September 01, 2023 (the "Effective Date") by and between VIRANI PROPERTIES USA LLC (the "Landlord") and the following tenants:

JIGI 4737 LLC

(the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

1. Property. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the following: CONVEIENCE STORE AND GAS STATION (the "Premises") located at 4737 HOUSTON RD, MACON, Georgia GA. No other portion of the building (hereinafter, the Building), wherein the Premises is located is included unless expressly provided for in this Agreement.

2. Term. The lease term will begin on September 01, 2023 ("Commencement Date") and will terminate on 1st, and thereafter shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate by Tenant giving Landlord written notice of at least 30 days prior to the desired termination date, or by Landlord giving Tenant written notice as provided by law. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. Management. The Tenant is hereby notified that VIRANI PROPERTIES USA LLC is the property manager in charge of the Property. Should the tenant have any issues or concerns the Tenant may contact VIRANI PROPERTIES USA LLC at 4737 HOUSTON RD, MACON, Georgia 31216, VIRANIPROPERTIES@GMAIL.COM.

4. Rent. "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except the Security Deposit.

(a) Tenant shall pay to Landlord lease payments of \$5,000.00, payable in advance on the _____ day of each calendar month, and is delinquent on the next day. Lease payments shall be made to Landlord at the address of Landlord noted in the Notices provision of this Lease which may be changed from time to time by Landlord.

(b) Rent shall be paid by the following method(s):

ACH

If any payment is returned for non-sufficient funds or because Tenant stops payments, then, after that, (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by cashier's check or money order.

5. Move-in Inspection. Prior to Tenant tendering the Security Deposit, Landlord will provide Tenant with an "Inspection Checklist" attached hereto itemizing any existing damages to Property. Prior to taking

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occupancy, Tenant will be given the right to inspect the Property to ascertain the accuracy of the checklist. Both Landlord and Tenant must sign the checklist. Tenant will be entitled to retain a copy of the checklist.

6. Non-Sufficient Funds. Tenant shall be charged \$30.00 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all Late Payments provisions included in this lease. All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Lease.

Landlord reserves the right to demand future payments by cashier's check, money order or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check. Landlord and Tenant agree that three returned checks in any twelve month period constitutes frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

7. Failure to Pay. Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

8. Occupants. No more than 0 person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.

This Lease and occupancy of the Premises is binding, individually and severally, on each person(s) specifically named and who signs this Lease, regardless of the named person's occupancy of the Premises.

Authorized Tenants/Occupants:

JIGI 4737 LLC

Tenant may have guests on the Property for not over 0 consecutive days or 0 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 0 consecutive days or more than 0 days in any calendar year will NOT be considered original occupants of the Property. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Property for more than 0 consecutive days or 0 days in a calendar year.

9. Possession. Tenant will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

10. Use of Property/Absences. Tenant will occupy and use the Property as a full-time residential dwelling unit. Tenant will notify Landlord of any anticipated extended absence from the Property not later than the first day of the extended absence.

No retail, commercial or professional use of the Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant to obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

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11. Keys. Tenant will be given 0 key(s) to the Premises and 0 mailbox key(s). If all keys are not returned to Landlord following termination of the Lease, Tenant shall be charged \$0.00. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Premises without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.

12. Lockout. If Tenant becomes locked out of the Premises, Tenant will be charged \$0.00 to regain entry.

13. Storage. No additional storage space outside the Premises is provided or authorized by this Lease. Tenant shall not store any property in any area outside of the rented Premises at any time.

14. Parking. This Lease does not include or provide for parking spaces for motor vehicles or motorcycles anywhere in or about the Premises and or Building.

15. Roof/Fire Escapes. Use of the roof and/or the fire escapes by Tenants and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property.

16. Smoking. Smoking is permitted inside the leased Premises. Smoking is authorized only in designated smoking areas specifically identified throughout the Property, including:

The Tenant will be liable for any damages caused to the Premises or Property due to Tenant or Tenant's visitors or guests smoking in the Premises or Property.

17. Maintenance. Landlord shall have the responsibility to maintain the Premises in reasonably good repair at all times and perform all repairs reasonably necessary to satisfy any implied warranty of habitability.

Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or its Agent. A repair request will be deemed permission for the Landlord or its Agent to enter the Premises to perform such maintenance or repairs in accordance with ACCESS BY LANDLORD TO PREMISES herein unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlords or Landlord's Agents access or entry. Landlord shall have expectation that the Premises is in a safe and habitable condition upon entry.

18. Utilities and Services. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

19. Taxes. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL PROPERTY TAXES. Landlord shall pay all personal property taxes and any other charges which may be levied against the Premises which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

20. Property Insurance. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

21. Default. If Landlord determines that Tenant is in default of this Agreement, including but not limited to the failure to pay rent when due, as authorized under O.C.G.A. § 44-7-50, Landlord may immediately

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demand possession of the Property. In such event, Landlord will provide Tenant with at least one (1) day written Notice to Vacate. Landlord may provide such notice by serving it personally on Tenant, or by leaving the same at the principal building on the Property, or by posting the same conspicuously on the leased Property. In addition, all unpaid rents payable during the remainder of this Agreement or any renewal period shall be accelerated without notice or demand. Tenant will remain fully liable to the Landlord for (a) any lost rent and any other financial obligation under this Agreement; (b) Landlord's cost of reletting the Property including but not limited to leasing fees, utility charges, and any other fees necessary to relet the Property; (c) repairs to the Property for Tenant's use that are beyond normal wear and tear; (d) all of Landlord's costs associated with evicting Tenant, including but not limited to court costs, costs of service, prejudgment interest, and reasonable attorney's fees; (e) all of Landlord's costs associated with collecting amounts due under this Agreement, including but not limited to debt collection fees, late charges, and returned check charges; (f) and any other recovery to which Landlord is entitled by law or in equity. Landlord is obligated to make all reasonable efforts to mitigate any damage or loss resulting from Tenant's breach by attempting to relet the Property to acceptable tenants and thereby reducing Tenant's liability.

22. Early Termination. Tenant may, upon 90 days' written notice to Landlord, terminate this Agreement provided that the Tenant pays a termination fee equal to \$0.00 or the maximum allowable by law, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 90 day notice period. The termination fee is in addition to all rent due up until the termination day.

23. Holdover. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

24. Military Termination. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Property is located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant will also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change, which warrants termination under this provision. The Tenant will pay prorated rent for any days (he /she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Property.

25. Destruction or Condemnation of Property. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$0.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within sixty days, or if the cost of repair is \$0.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

26. Alterations and Improvements. Tenant shall be allowed to conduct construction or remodeling (at Tenant's expense) only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any such fixtures, and shall restore the Premises to substantially the same condition that existed at the commencement of this Lease.

RN

27. Hazardous Materials. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

28. Smoke Detectors. Tenant acknowledges that Property is equipped with a smoke detector(s) that is in good working order and repair. Tenant agrees to be solely responsible to check the smoke detector every thirty (30) days and notify Landlord immediately if the smoke detector is not functioning properly.

29. Neighborhood Conditions. Tenant acknowledges that in every neighborhood there are conditions which different tenants may find objectionable. It will be Tenant's duty to become acquainted with any present or future neighborhood conditions which could affect the Property including without limitation land-fills, quarries, high-voltage power lines, cemeteries, airports, stadiums, odor producing factories, crime, schools serving the Property, political jurisdictional maps and land use and transportation maps and plan. If Tenant is concerned about the possibility of a registered sex offender residing in a neighborhood in which Tenant is interested, Tenant should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation website at www.gbi.georgia.gov.

30. Damage to Property. If the Property is damaged or destroyed as to render it uninhabitable, then either Landlord or Tenant will have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within 20 days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants' guests or invitees, Landlord will have the right to termination and Tenants will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

31. Landlord Access to Property. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

32. Indemnity Regarding Use of Property. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenants property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlords employees, heirs, successors, assignees and/or agents.

33. Accommodation. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenants responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful

2v

consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

34. Compliance with Regulations. Tenant will promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant will not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

35. Mechanics Liens. Neither Tenant nor anyone claiming through the Tenant will have the right to file mechanics liens or any other kind of lien on the Property and the filing of this Agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.

36. Subordination of Lease. This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.

37. Assignment and Subletting. Tenant may not assign or sublease any interest in the Property, nor assign, mortgage or pledge this Agreement. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed on the Property even if a Tenant leaves the Property. This prohibition applies to each and every term of this Agreement in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Agreement.

38. Notice. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

Landlord:

VIRANI PROPERTIES USA LLC
4737 HOUSTON RD
MACON, Georgia 31216

Tenant:

JIGI 4737 LLC
4737 HOUSTON RD, MACON, Georgia GA

Landlord and Tenant will each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. In the event of a change in any of the names and addresses above, Landlord will advise each Tenant of the change within thirty (30) days after the change either in writing or by posting a notice of the change in a conspicuous place. As required under O.C.G.A. § 44-7-3 for disclosure, the Landlord designated above is either the owner of record of the Property or a person authorized to act for and on behalf of the owner for the purposes of serving of process and receiving and receipting for demands and notice and is the person authorized to manage the Property.

EV

39. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

40. Governing Law. This Agreement will be governed, construed and interpreted by, through and under the Laws of the State of Georgia.

41. Waiver and Severability. The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

42. Time of Essence. Time is of the essence with respect to the execution of this Lease Agreement.

43. Estoppel Certificate. Tenant will execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within three (3) days after its receipt. Failure to comply with this requirement will be deemed Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

44. Entire Agreement. This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

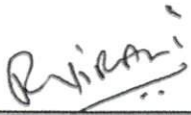
45. Application. Tenant represents and warrants that all statements in Tenants rental application are accurate. Any misrepresentations will be considered a material breach of this Agreement and may subject Tenant to eviction. Tenant authorizes Landlord and any broker to obtain Tenants credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord reserves the right to terminate this Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenants application is false.

46. Binding Effect. The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement in the manner prescribed by law as of the Effective Date.

Rv

LANDLORD:

By: 

Date: 9/1/2023

RASHID VIRANI, VIRANI PROPERTIES USA LLC

TENANT:

By: _____

Date: 09.01.23

JIGI 4737 LLC

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: [Signature] Date: 10/25/23

Business Name JIGI 4737 LLC

I hereby certify that SHAZEEB TARIQ SARDAR (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 25th day of October, 2023

[Signature]
NOTARY PUBLIC

CHRINESHA MCRAE
NOTARY PUBLIC
Bleckley County
State of Georgia
My Comm. Expires Sept. 21, 2026

9/21/24
MY COMMISSION EXPIRES

Owner/Individual Certification

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

Individual/Owner's Signature: [Signature] Date: 10/25/23
(If different from Agent)

Title: OWNER

Business Name: JIGI 4737 LLC

I hereby certify that SHAZEEB TARIQ SARDAR (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 25th day of October, 2023

[Signature]
NOTARY PUBLIC

9/21/24
MY COMMISSION EXPIRES

CHRINESHA MCRAE
NOTARY PUBLIC
Bleckley County
State of Georgia
My Comm. Expires Sept. 21, 2026

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
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Business Name: JIGI 4737 LLC

Business Address: 4737 HOUSTON RD, MACON, GA 31216

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.

Business Type ID Form
Page 1
Rev. July 2021

- ☐ **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

10/25/23
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.

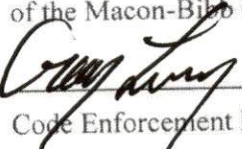
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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: JIGI 4737 LLC

Business Address: 4737 HOUSTON RD, MACON, GA 31216

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

11/21/23

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.



Applicant/Agent Signature

10/25/23

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

SHAZEEB TARIQ SARDAR

Print Name

10/25/23
Date



Alcohol License Questionnaire

Name of Business: JIGI 4737 LLC
 Owner's Name: SHAZEEB TARIQ SARDAR
 Address: 4737 HOUSTON RD,
MACON, GA 31216

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

SHAZEEB TARIQ SARDAR

Printed Name of person completing form

Signature of person completing form

10/25/23
 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: JIGI 4737 LLC

Business Address: 4737 HOUSTON RD, MACON, GA 31216

☒ **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

Date

10/25/23

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: SHAZEEB TARIQ SARDAR

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

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

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

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

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

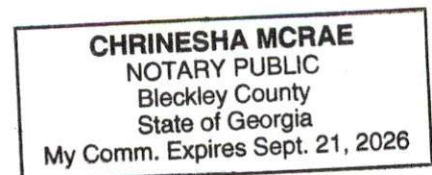
SHAZEEB TARIQ SARDAR
Print and Sign Name

Sworn to and subscribed before me this
day of October, 2023

Notary Public

My commission expires:

9/21/26



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: SHAZEEB TARIQ SARDAR

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

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

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

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

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

SHAZEEB TARIQ SARDAR
Print and Sign Name

Sworn to and subscribed before me this
day of October, 2023

Chrinsha McRae
Notary Public

My commission expires: 9/21/26

CHRINESHA MCRAE
NOTARY PUBLIC
Bleckley County
State of Georgia
My Comm. Expires Sept. 21, 2026

landlord

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: VIRANT PROPERTIES USA 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: _____	

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.

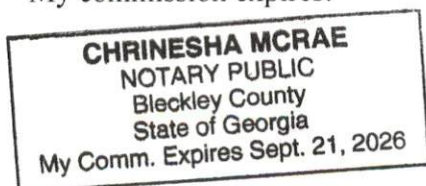
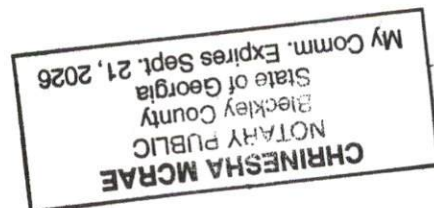
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent 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.

Virant VIRANT PROPERTIES USA LLC
Print and Sign Name

Sworn to and subscribed before me this

31st day of November, 2023*Chrinesha McRae*
Notary Public

My commission expires:





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

Reviewed By: _____

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Shazeeb Sardar

Fingerprints: Completed 12.4.23

Business Name: Jigi 4737 LLC DBA Jumbo Mart

Business Address: 4737 Houston Rd, Macon, GA 31216

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

Granted

DocuSigned by

David J. Davis
 Sheriff, Macon-Bibb County, Georgia
 1C561778CDEE414...

12/15/2023

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 2/21/2024 (Date) ^{DS}
SF (Initials)

Comments

After review, legal recommends denial. Property owner owes taxes on real property.

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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A 2024 NATIONAL CRIME VICTIMS' RIGHTS WEEK COMMUNITY AWARENESS PROJECT GRANT IN THE AMOUNT OF \$2,544.48, WITH NO LOCAL MATCH, TO THE BIBB COUNTY SOLICITOR GENERAL'S OFFICE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Bibb County Solicitor's Office has received a 2024 National Crime Victims' Rights Week Community Awareness Project ("NCVRW CAP") subgrant award from the National Association of VOCA Assistance Administrators, in the amount of \$2,544.48, as indicated in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Office for Victims of Crimes of the Bureau of Justice Assistance awards annual formula grants, which are in turn subgranted to local organizations on a state level to ensure victim's rights; and

WHEREAS, the NCVRW CAP Grant Program promotes community awareness of crime victims' rights and services during National Crime Victims' Rights Week; and

WHEREAS, the Bibb County Solicitor General will utilize the grant funds to promote and bring awareness to the community during National Crime Victims' Rights Week by hanging posters and displaying brochures in Macon-Bibb County; and

WHEREAS, the local match fund requirement for this grant has been waived for the 2024 federal fiscal year; and

WHEREAS, the Macon-Bibb County Commission desires to accept the NCVRW CAP grant for the stated purpose; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between the National Association of VOCA Assistance Administrators for acceptance of the 2024 NCVRW CAP subgrant award, in the amount of TWO THOUSAND FIVE HUNDRED FORTY-FOUR DOLLARS AND 48/100s (\$2,544.48), with no local match, to promote and bring awareness to National Crime Victims' Rights Week, 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 _____, 2024.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

Q:\RES MACON-BIBB\2024 Miller Accepting NCVRW CAP Grant - Solicitor General 2,544.48.Docx

EXHIBIT A

**National Crime Victims' Rights Week Community Awareness Project
Subgrant Award Agreement**

Subgrantee	Bibb County Solicitor's Office Victim Witness Assistance Program Sherry O'Neal 601 Mulberry St Suite 504 Macon, Georgia soneal@maconbibb.us			Subgrant Award No.	24 - 1566
				Subgrant Award Amount	\$2544.48
UEI#	TVNBHEU6LLY9	Tax ID:	46-3992371	Indirect cost rate, if any	0
Start Date	February 22, 2024	End Date	June 30, 2024		

This agreement between the National Association of VOCA Assistance Administrators (NAVAA) and the above-named Subgrantee for funding of a National Crime Victims' Rights Week Community Awareness Project ("the project") under the National Crime Victims' Rights Week Community Awareness Project grant program (NCVRW CAP) is subject to the terms and conditions below:

1. This agreement is subject to all of the terms and conditions, including the availability of funding, awarded to NAVAA pursuant to Federal Award Identification Number (FAIN) **15POVC-21-GK-00412-NONF** for the 2024 National Crime Victims' Rights Week Community Awareness Project awarded by the Office for Victims of Crime (OVC), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ).
2. The Catalog of Federal Domestic Assistance (CFDA) number for this project is **16.582**.
3. The Subgrantee shall perform the services and activities described in the application submitted under the NCVRW CAP grant program, which shall be considered incorporated into this agreement, unless and to the extent any changes, revisions, or modifications are approved or required by NAVAA. The Subgrantee agrees to immediately notify NAVAA of any circumstances that may cause the Subgrantee to be unable or unwilling to complete its obligations under this agreement.
4. NAVAA shall reimburse the Subgrantee for the actual, reasonable, and necessary costs incurred by the Subgrantee in connection with the project as contained in the Subgrantee's application, not to exceed the Subgrant Award Amount indicated above, unless and to the extent approved by NAVAA. All expenditures are subject to the requirements of the NCVRW CAP program and the regulations outlined in the current edition of DOJ's Grants Financial Guide (<http://ojp.gov/financialguide/DOJ/>), Part 200 Uniform Requirements (2 C.F.R. Part 200) as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 and such other Justice Department rules or guidelines as may be applicable.
5. The Subgrantee understands and agrees that funding under this project is on a reimbursement basis. Advance payments for actual, documented, and obligated expenses may be permitted only in unusual circumstances.
6. The Subgrantee understands and agrees to observe all local public health rules and will take all precautions possible to execute public events to minimize the risk of transmission of COVID-19.
7. The Subgrantee certifies that it is not suspended, excluded, or debarred from receiving federal funding.
8. The Subgrantee shall not be eligible for any reimbursement unless it submits a complete, accurate, satisfactory, and final After-Action Report/Reimbursement Request (AAR) to be received by NAVAA **no later than Friday, June 28, 2024**. The AAR shall be submitted on a form provided by NAVAA and shall, at a minimum, include:
 - a. The dates and narrative description of the project as implemented.
 - b. An explanation for any unimplemented planned activities.
 - c. A list of major project co-sponsors and collaborative organizations and a brief description of their respective contributions to the project.
 - d. An enumeration of the type of public awareness events and activities conducted, materials produced and distributed, and media contacts made.
 - e. Itemization of all speakers and related costs funded by the project.
 - f. To the extent available, indicators of the reach or impact of the project (e.g., number of people attending an event) and any discernible results.
 - g. Detailed itemization of requested reimbursable expenditures, including copies of source documentation of line items costing \$300 or more.
 - h. Documentation of actual project implementation (e.g., copies of news stories, photographs, press releases, etc.).
 - i. Comments and feedback on the NCVRW CAP program and suggestions to improve the program.
 - j. NAVAA and OVC may reasonably request such information.
9. Indirect costs. By entering an indirect cost rate on its application, the subgrantee certifies either 1) its eligibility or election under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f) or 2) its current,

unexpired federally approved indirect cost rate. Subgrantees electing to use the “de minimis” must comply with all associated requirements in the Part 200 Uniform Requirements. **A subgrantee using a federally- approved indirect cost rate will, no later than April 15, 2024, submit a copy of its current, unexpired, signed federally approved indirect cost agreement.** The indirect cost rate, as indicated above, may be applied only to actual, final modified total direct costs (MTDC).

10. Program income must be approved in advance, reported separately on a form provided by NAVAA, and used by the provision of Part 200 Uniform Requirements
11. The Subgrantee agrees to retain for at least three years from the end of the project period or any subsequent audit, investigation, or inquiry related to this project and to make available on request to NAVAA, its agents, or authorized agents of the U.S. Government all records and financial statements, including adequate documentation of all expenditures and obligations made under this agreement.
12. To the extent permitted by law, the Subgrantee agrees to protect, indemnify, defend, and hold harmless NAVAA, its officers, directors, employees, and agents against all claims, losses, or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney’s fees), arising out of or in connection with the activities or events funded under this agreement except those claims arising out of the sole negligence or willful misconduct of the NAVAA.
13. The Subgrantee shall not use or permit the use of the logo of the U.S. Department of Justice, Office of Justice Programs, or Office for Victims of Crime except on materials that have received prior approval from OVC.
14. The Subgrantee agrees that any project activity or event that involves the identification of an individual crime victim(s) must have the victim’s or, in the event of a death, a family member’s informed consent.
15. The Subgrantee acknowledges that NAVAA and OVC reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use (in whole or in part, including in connection with derivative works) for Federal purposes: (1) the copyright in any work developed under this subgrant; and (2) any rights of copyright to which a subgrantee purchases ownership with Federal support. The Subgrantee acknowledges that NAVAA and the Office of Justice Programs have the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under this subgrant and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
16. Any product developed under this award shall contain the following statement: “*This ____ was supported by a National Crime Victims' Rights Week Community Awareness Project subgrant awarded by the National*

Association of VOCA Assistance Administrators under cooperative agreement number 15POVC-21-GK-00412-NONE awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice.”.

17. The Subgrantee will comply with all applicable requirements (including reporting allegations) about prohibited conduct related to the trafficking of persons as posted on the OJP website at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
18. Under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subgrantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle while performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
19. The Subgrantee agrees to submit any print or electronic promotional materials concerning funded projects intended for public dissemination to NAAVA for review seven (7) working days before release. This includes but is not limited to fact sheets, newsletters, press releases, Web-based materials, listserv announcements, brochures, giveaways/trinkets, and billboards.
20. The Subgrantee understands and agrees that subgrant funds may not discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from these funds or of the parents or legal guardians of such students.
21. The Subgrantee agrees to comply with DOJ regulations about civil rights and nondiscrimination (28 C.F.R. Parts 42, 38, and 54).
22. The Subgrantee agrees to promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either submitted a false claim for grant funds under the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.
23. The Subgrantee certifies that it shall not use Federal funds at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government and shall comply with restrictions on lobbying as codified at 28 C.F.R. Part 69.
24. The Subgrantee certifies that it does not require and has not required internal confidentiality agreements or statements from employees or contractors that prohibit or otherwise restrict employees or contractors from reporting waste, fraud, or abuse.
25. The Subgrantee shall not assign any of its rights or obligations under this agreement or delegate the

performance of any of its duties hereunder without the

prior consent of the NAVAA.

I have read and fully understand this agreement and agree to abide by the terms and conditions thereof. I certify that I am authorized to enter into this agreement.

On behalf of:
National Association of VOCA
Assistance Administrators (NAVAA):

Rhonda Dean

Signature

Rhonda Dean

Type or Print Name of Authorized Official

Project Director

Title

2/22/2024

Date

On behalf of:



Signature*

Type or Print Name of Authorized Official

Title

Date

***Electronic Signature** – In accordance with federal law, by entering the printed name, title, and date and clicking the above box to mark it with an “X,” the Authorized Representative certifies this document to be true and accurate to the same degree as a handwritten signature.

[NOTE: Return **ALL PAGES** to NCVRW CAP by email to rhonda@navaa.org or mail to NAVAA, Attn: Rhonda Dean, Project Director, 3928 8th Pl, Des Moines, IA 50313]



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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DISYS SOLUTIONS, INC., IN THE AMOUNT OF \$146,326.00 FOR MALWARE AND ANTIVIRUS PROTECTION SOFTWARE TO BE PAID FROM THE IT DEPARTMENT BUDGET, IT SYSTEMS & NETWORK, REPAIRS & MAINTENANCE – COMPUTER NETWORK LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Information Technology (I.T.) Department is tasked with ensuring the safety and stability of technology assets for Macon-Bibb County; and

WHEREAS, a key component of the I.T. Department duties is ensuring that the county computer network is free of viruses and malware; and

WHEREAS, Cisco Secure EP Endpoint Malware Protection subscription requires renewal to ensure a secure internet connection to protect the county network and data; and

WHEREAS, Disys Solutions, Inc. is a vendor qualified to provide the necessary hardware and services and holds a Government Contract for cooperative purchasing of technology of this type and accessories; and

WHEREAS, the use of cooperative purchasing agreements is authorized under Macon-Bibb County Code of Ordinances Sec. 19-8; and

WHEREAS, the Procurement and I.T. departments recommend this award for Disys Solutions, Inc.; and

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

authorizes the Mayor to execute an agreement with Disys Solutions, Inc., in the amount of \$146,326.00 for the renewal of Cisco Secure EP Endpoint Secure for the I.T. Department, in substantially the same form as Exhibit “A” attached hereto and incorporated by reference, to be paid from the Capital Improvement Fund – IT Department Computer & Hardware line item.

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.

APPROVED AND ADOPTED this ____ day of _____, 2022.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2024 Miller Authorizing Cisco Endpoint Malware Sub Renewal for 3 years - \$146,326.00 - 2-22-24.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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE PAYMENT OF AN INVOICE IN THE AMOUNT OF \$44,165.00 TO HEALTH SERVICES OF CENTRAL GEORGIA (ATRIUM HEALTH NAVICENT) FOR EMPLOYEE BIOMETRIC SCREENING SERVICES, TO BE PAID FROM THE GROUP INSURANCE FUND – SELF FUNDED – WELLNESS PROGRAM LINE ITEM; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County provides employees with annual biometric screenings as part of its wellness program; and

WHEREAS, those biometric screenings are performed by medical personnel, who interpret the results for the employees and alert them of potential health concerns related to those screenings; and

WHEREAS, such service is considered a consulting service in accordance with subsection 19-10(b) of the Macon-Bibb County Code of Ordinances; and

WHEREAS, such subsection of the Macon-Bibb County Code of Ordinances requires that “[a]ll procurements of consultants where the total estimated dollar amount of the services to be provided will exceed twenty-five thousand dollars (\$25,000.00), must be approved by resolution of mayor and commission...”; and

WHEREAS, Health Services of Central Georgia’s (Atrium Health Navicent) LiveWELL Care Clinic performed such services for Macon-Bibb County employees during the 2023 open enrollment period; and

WHEREAS, Health Services of Central Georgia has submitted an invoice in the amount of \$44,165.00 for such services; and

WHEREAS, such invoice is attached hereto as Exhibit A for review and reference purposes; and

WHEREAS, the Human Resources department, charged with the operation of the wellness program, has requested payment of such invoice; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to approve the payment of an invoice, in an amount of FORTY-FOUR THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS AND 00/100 CENTS (\$44,165.00), to Health Services of Central Georgia for employee biometric screening services, to be paid from the Group Insurance Fund – Self Funded – Wellness Program line item.

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 _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

EXHIBIT A



INVOICE

LiveWELL Care Clinic

Please Remit To:
Health Services of Central Georgia
ATTN: Maria Creekmore
777 Hemlock St. - MSC 117
Macon, GA 31201
RE: LiveWELL Care Clinic

Invoice Number Invoice Date
MBCG1123 11/16/2023
Payment Term
Net 30
Due Date
12/16/2023

Please Bill To:
Macon/Bibb City Government
ATTN: Shannon Dobbs
545 First St.
Macon, GA 31201

Amount Due: \$44,165.00

For billing questions, please contact Jada Herring at jada.herring@atriumhealth.org

Service	Number of Participants	Cost Per Participant	Amount
Employee Biometric Screenings	803	\$55.00	\$44,165

TOTAL DUE: \$44,165.00

Please make checks payable to AtriumHealth

..... Detach and return this portion with payment

Health Services of Central Georgia
ATTN: Maria Creekmore
777 Hemlock St. - MSC 117
Macon, GA 31201
RE: LiveWELL Care Clinic

Invoice # MBCG1123
Due Date 12/16/2023
Amount Due \$44,165.00

Amount Enclosed

Macon/Bibb City Government
ATTN: Shannon Dobbs
545 First St.
Macon, GA 31204



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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PATRICIA USSERY FOR THE PROVISION OF COURT REPORTING AND TRANSCRIPTION SERVICES FOR THE MACON JUDICIAL CIRCUIT ACCOUNTABILITY COURT PROGRAMS, TO BE PAID FROM THE JUDICIAL COUNCIL OF GEORGIA AMERICAN RESCUE PLAN ACT GRANT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, by various resolutions of the Macon-Bibb County Commission, the County has accepted Judicial Council of Georgia American Rescue Plan Act Grant funds on behalf of the Macon Judicial Circuit; and

WHEREAS, pursuant to the terms of those grant awards, the Macon Judicial Circuit Accountability Court Programs may utilize funds, in part, to hire a court reporter to help catch up the backlog of cases caused by the COVID-19 pandemic; and

WHEREAS, the Accountability Court Programs require the hiring of a professional to perform court reporting and transcription services; and

WHEREAS, the Director of the Accountability Courts has selected Patricia Ussery to perform these professional services at a rate of \$200/day, in an amount not to exceed \$53,600.00 for court reporting and \$6.00/page for transcriptions for the two-year term of the agreement; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute a professional services agreement with Patricia Ussery, in the amount of TWO HUNDRED AND 00/100 CENTS (\$200.00) per day, not to exceed a total of FIFTY-THREE THOUSAND SIX HUNDRED DOLLARS AND 00/100 CENTS (\$53,600.00) over the term of the agreement for the provision of court reporting services and SIX DOLLARS AND 00/100 CENTS (\$6.00) per page for transcription services for the Macon Judicial Circuit Accountability Court Programs, to be paid from the Judicial Council of Georgia American Rescue Plan Act Grant funds, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

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 _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND PATRICIA USSERY**

This Professional Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2024 by and between Macon-Bibb County, Georgia, a political subdivision of the State of Georgia ("County") and Patricia Ussery ("Contractor"), 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 perform the duties of Court Reporter for the Superior Court of Macon-Bibb County Accountability Courts (the "Program") as described in Exhibit A – Scope of Work ("Exhibit A"), attached hereto and incorporated by reference. Contractor shall cooperate with the Accountability Court Director ("Director"), Court officials, staff, and all other members of the Program team while providing services under this Agreement. All services will be performed in accordance with federal, state, and local laws. Contractor will 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 both parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation

Contractor shall receive from County TWO HUNDERD DOLLARS AND 00/100 CENTS (\$200.00) per day for providing court reporting services under the terms of this Agreement, not to exceed a total compensation amount of FIFTY-THREE THOUSAND SIX HUNDRED DOLLARS AND 00/100 CENTS (\$53,600.00) over the term of this Agreement for court reporting services. Additionally, Contractor shall receive SIX DOLLARS AND 00/100 CENTS (\$6.00) per page for transcribing legal proceedings.

Contractor acknowledges and agrees that this position is grant funded and that grant funds will be monitored by the Director. The amount paid to Contractor pursuant to this Agreement cannot exceed the total amount awarded for all contractors participating in Accountability Courts. The amount paid to Contractor pursuant to this Agreement cannot exceed the total amount allocated to the County by the grant funding this Agreement. Invoices will be paid in the order in which they are received so long as funds remain available.

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. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement.

3. Term

This Agreement shall be effective as January 1, 2024. This Agreement shall continue in full force and effect until December 31, 2024, at which time this Agreement shall terminate absolutely and without further obligation on the part of the County. Upon expiration of the initial term of this Agreement, this Agreement shall automatically renew on January 1,

2025 and will continue in full force and effect until December 31, 2025, at which time it will terminate absolutely and without further obligation on the part of the County.

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 beyond the rates stated in this Agreement. 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. Grounds for Termination. Commission of any of the offense listed below by Contractor may result in immediate termination of this Agreement for cause, with no opportunity to cure:

- Arrest for a felony offense
- Arrest and conviction for a misdemeanor offense which involves substance use
- Acts involving moral turpitude
- Fraternization outside the professional context with any participant of the Program
- Conduct detrimental to the goals of the Program as determined by the sole discretion of the Superior Court

6. 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. In the event that there ceases to be appropriated funds available to pay any obligation under this Agreement, this Agreement shall be immediately terminated.

7. County Obligations

County shall timely provide all information, including client contacts and other documentation reasonably required by Contractor to perform the scope of services contemplated by this Agreement. County grants Contractor full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform the terms of this Agreement.

8. Performance Standards

Contractor shall perform the services contemplated by this Agreement 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.

9. Independent Contractor

Contractor is an independent contractor and not an agent, partner, joint venturer, or employee of County. 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.

Contractor acknowledges and agrees that Contractor is not entitled to receive Unemployment Insurance Benefits or Worker's Compensation Coverage. Further, Contractor is obligated to pay Federal and State Income Tax on any moneys received from County for services provided under this Agreement.

10. Subcontracting and Assignment

Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Contractor 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.

11. 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.

12. 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.

13. Insurance

County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of County, 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.

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. Audit Clause

County or its authorized agent shall have the right to audit and inspect financial records pertaining to services offered under this Agreement from time to time during the contract term, upon reasonable notice to Contractor and during Contractor's ordinary business hours.

16. 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.

17. 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.

18. 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 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.

19. 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.

20. 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; (d) via facsimile with a copy sent that same day via (a), (b), or (c); or (e) if to Contractor, via email to the email address below. All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: Mayor
700 Poplar Street
Macon, Georgia 31202-0247

For Contractor:

Patricia Ussery
155 Windermere Circle
Macon, Georgia 31210
pcussery@maconbibb.us

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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 January 1, 2024.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Attested: _____
Janice S. Ross, Clerk of Commission

Patricia Ussery:

Patricia Ussery

Attested: _____

(Printed Name & Title)

Q:\CONTRACTS\2024-0825 - Patricia Ussery - Court Reporter For Accountability Courts.Docx

EXHIBIT A

Scope of Work for Patricia Ussery

Court Reporter – Per Diem

The Court Reporter must attend hearings and other legal proceedings and coordinate with Court staff. The Court Reporter is responsible for utilizing recording devices, including both video and audio equipment to produce a complete, accurate, and secure legal transcript of the courtroom proceedings.

Court Reporter – Transcripts

The Court reports must provide an official written transcript of legal proceedings. The Court Reporter will file transcripts with the appropriate Clerk of Court, as required.