



# Board of County Commissioners Pre-Commission Meeting

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July 16, 2024 | 4:00 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 June 18, 2024 meeting (Sponsored by: Lester M. Miller, Mayor)

**3. Appointment to Authorities, Boards and Committees**

- a. A Resolution Of The Macon-Bibb County Commission Appointing Shandreika Smith And Bob Moon To The Macon-Bibb County Library Board Of Trustees (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Reappointing Christopher Howard To The Macon-Bibb County Library Board Of Trustees (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Reappointing Kelsey Holland To Keep Macon-Bibb Beautiful Board; (Sponsored by: Lester M. Miller, Mayor)

**4. New Alcohol Beverage Licenses**

- a. Family Super Market d.b.a. Family Super Market

*License was presented to the Commission on February 6, 2024. A motion*

*was made to approve but it died for lack of a second.*

(Sponsored by: Lester M. Miller, Mayor)

- b. New Alcohol Beverage License for Shell Food Mart located at 6369 Thomaston Road, Macon, GA

- Existing Building, Deli Sales
- *Legal Recommends Approval*

(Sponsored by: Lester M. Miller, Mayor)

- c. New Alcohol Beverage License for Bloomfield MGM, LLC d.b.a. Extramile Chevron located at 4987 Bloomfield Road, Macon, GA

- **Grocery and Fuel Sales**
- *Legal Recommends Approval*

(Sponsored by: Lester M. Miller, Mayor)

- d. New Alcohol Beverage license for Braddock's Cask & Table located at 347 Cotton Avenue, Macon, GA

- Change of Ownership
- *Legal Recommends Approval*

(Sponsored by: Lester M. Miller, Mayor)

## **5. Installation and Dedications**

- a. A Resolution Of The Macon-Bibb County Commission To Approve The Installation And Dedication Of A Donated Plaque In Memory Of Neva Jane Langley Fickling (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission To Dedicate That Portion Of Temple Place, Off Of Womack Street, In Honor Of Prophetess Mother A.B. Jackson, In Recognition Of Her Years Of Service And Leadership To Jackson Temple Holiness 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; And For Other Lawful Purposes. (Sponsored by: Paul Bronson, Commissioner, Elaine Lucas, Commissioner)
- c. A Resolution Of The Macon-Bibb County Commission To Approve The Installation And Dedication Of A Bench In Memory Of Starla Dingler At Tattnall Square Park; (Sponsored by: Lester M. Miller, Mayor)
- d. An Ordinance Of The Macon-Bibb County Commission To Dedicate And Rename The Building Located At 688 Walnut Street In Honor Of William P. Randall In Recognition Of His Many Years Of Service And Leadership To Macon, Bibb County, And His Community; Appropriation Of An Amount Not To Exceed \$500.00 From The General Fund – Fund Balance To The Facilities Management



Budget For The Purchase Of Materials And Signage (Sponsored by: Lester M. Miller, Mayor, Elaine Lucas, Commissioner)

## **6. Contracts and Purchase Orders for Approval**

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Lease Agreement For The Lease Of Fifteen Parking Spaces Located At 661 Walnut Street Lane For Use By Vehicles Authorized To Park Therein By The County (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Ratifying The Signing Of An Agreement With Ars/Jh, Inc. Dba All South Roofing Solutions, In The Amount Of \$230,212.50, For Emergency Repair Services For The Convention Center And The Coliseum (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Purchase Road Quality Scanning & Analysis Software From Shi International Corp., In An Amount Not To Exceed \$243,664.93, Payable From The FY 2021 LMIG SAP Funds (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With H&E Equipment Services, Inc., In The Amount Of \$165,343.90, For The Purchase Of Landfill Wastewater Pumps, To Be Paid From The Solid Waste Management Fund City – Solid Waste Landfill – Repairs & Maint - Vehicle Outside/Contract Line Item (Sponsored by: Lester M. Miller, Mayor)
- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With 1 Accord Technologies For The Purchase And Implementation Of 8 Cisco Catalyst 9300 Systems For Enhanced Internet Security And Stability, In The Amount Of \$320,955.04 To Be Paid From The I.T. Budget, Systems & Network, Repairs & Maintenance – Software License & Maintenance Line Item (Sponsored by: Lester M. Miller, Mayor)
- f. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Woolpert Inc., In The Amount Of \$141,497.21, For The Purchase Of GIS Mapping Services For The I.T. Department, To Be Paid From The Capital Improvements Fund – Information Technology – Machinery And Equipment Line Item (Sponsored by: Lester M. Miller, Mayor)
- g. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Limitless Concrete & Works, Inc., To Perform Sidewalk Construction Along Hollingsworth Road, At A Cost To Macon-Bibb County Of \$366,125.50, To Be Paid From 2018 SPLOST Funds For Road Work (Sponsored by: Lester M. Miller, Mayor)
- h. Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With 1 Accord Technologies For The Purchase And Implementation Of 40 Cisco Catalyst 9300 Systems For Enhanced Internet Security And Stability For Fire Stations, In The Amount Of \$471,007.20 To Be Paid From 2018 SPLOST Funds For Public Safety, It Upgrades (Sponsored by: Lester M. Miller, Mayor)

- i. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Signature Tennis Courts Inc., In The Amount Of \$364,800.00, For The Resurfacing And Repairing Of Tennis And Pickleball Courts At John Drew Smith And Randy Stephens Tennis Centers, To Be Paid From The SPLOST 2018 Fund – Recreation – JDS Tennis – Property Line Item (Sponsored by: Lester M. Miller, Mayor)
- j. A Resolution Of Macon-Bibb County Commission Agreeing To Participate In The National Kroger Opioid Settlement And Agreeing To Be Bound By An Anticipated Memorandum Of Understanding Between The State Of Georgia And Georgia Subdivisions Regarding The National Kroger Opioid Settlement (Sponsored by: Lester M. Miller, Mayor)

## **7. Appropriations**

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$225,000.00 In American Rescue Plan Act Funds To Family Counseling Center Of Central Georgia, Inc. For The Provision Of Behavioral Health Care Programs (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$500,000.00 From Sponsored Programs Line Item 250.0368 – Public Safety To The Community Foundation Of Central Georgia For Continued Support Of The Macon Violence Prevention Grant Program (Sponsored by: Lester M. Miller, Mayor)

## **8. Addition or Changes to the Policies and Procedures Handbook**

- a. An Ordinance Of The Macon-Bibb County Commission To Amend Section 5 Of The Macon-Bibb County Government Policies And Procedures Manual, Entitled “Employee Benefits,” And To Amend The “Temporary Appointments” Provision Of Section 7.07, For The Purpose Of Amending And Restating Such Sections, As Provided For Herein; To Provide For The Renaming And Publication Thereof (Sponsored by: Lester M. Miller, Mayor)

## **9. Emergency Management Agency**

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Adopt The 2024 Macon-Bibb County Local Emergency Operations Plan Pursuant To Section 9-4 Of The Macon-Bibb County Code Of Ordinances (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Memorandum Of Agreement For The Exclusive Sheltering Of Emergency And Disaster Event Evacuees From Chatham County (Sponsored by: Lester M. Miller, Mayor)

## **10. Grants**

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Juvenile Justice Incentive Grant From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2025, In The Amount Of

\$220,143.00, With No Local Match, Awarded To The Macon Judicial Circuit Juvenile Court (Sponsored by: Lester M. Miller, Mayor)

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Accept An FAA Airport Infrastructure Grant, Funded By The Bipartisan Infrastructure Law, In An Amount Of Up To \$1,021,109, With A 5% Local Match, For The Purpose Of Completing Phase 2 Of The Runway 5-23 Extension Project (Sponsored by: Lester M. Miller, Mayor)

## **11. Social Agencies**

- a. A Resolution Of The Macon-Bibb County Commission Requesting Public Assistance And Social Service Agencies Operating In Macon-Bibb County To Assess Their Systems, Processes, And Staffing For The Purpose Of Eliminating Barriers Which May Prevent Citizens From Receiving Needed Benefits Or Services (Sponsored by: Brendalyn Bailey, Commissioner)

## **12. 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);

## **13. The Lake Tobesofkee Project**

- a. A Resolution Of The Macon-Bibb County Commission Approving The Recommendation Of The Evaluation Committee To Approve The Unsolicited Proposal Of Lovejoy Capital, LLC For The Purpose Of Using The Same To Solicit Public Proposals For Concepts Relating To The Development And Improvement Of The Tobesofkee Recreation Area (Sponsored by: Lester M. Miller, Mayor)

## **14. Luther Williams Field**

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Amendment To The Lease Agreement With Sro Partners, Llc, For The Lease Of Luther Williams Field For The Operation Of A Baseball Team As A Member Of The Coastal Plains League (Sponsored by: Lester M. Miller, Mayor)

**MINUTES OF THE  
MACON-BIBB PRE-COMMISSION MEETING MEETING  
June 18, 2024 – 4:00 PM  
City Hall  
(Commission Chamber)**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on June 18, 2024 at 4:00 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 Virgil Watkins  
Commissioner Brendalyn Bailey

**STAFF PRESENT**

Duke Groover, Interim County Attorney  
Keith Moffett, County Manager  
Julie Moore, Assistant County Manager  
Janice Ross, Clerk of Commission  
Melissa Touchton, Asst. Clerk  
Alex Morrison, Dir. Planning & Public  
Spaces  
Sherita Jones, Budget & Grants  
Michael McNeill, Sr. Asst Co. Attorney  
Sara Davis, Asst. Co. Attorney  
Frank Howard, Asst. Co. Attorney  
Chris Floore, Communications  
Edna Adams, Communications  
Olivia Waters, Communications

**1. Call to Order**

Mayor Lester M. Miller

**2. Approval of Minutes**

- a. Approval of the June 4, 2024 Pre Commission Minutes (Sponsored by: Lester M. Miller, Mayor)

***On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the minutes of the June 4, 2024 Pre Commission Minutes were approved.***

**3. Appointment to Authorities, Boards and Committees**

- a. A Resolution Of The Macon-Bibb County Commission Reappointing Harold F. Speir To Post 4 Of The Construction Board Of Appeals; (Sponsored by: Lester M. Miller, Mayor)

***On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Reappointing Harold F. Speir To Post 4 Of The Construction Board Of Appeals was approved.***

#### **4. Alcohol Beverage Licenses**

- a. Tom's Food Mart located at 811 Pio Nono Avenue, Macon, GA

*Upon review, legal recommends denial of this application. Business self-identifies as a food mart. However, upon inspection, business did not possess the fresh foods required to qualify as a food mart. Business is currently operating as a vice mart. (Sponsored by: Lester M. Miller, Mayor)*

***On motion of Mayor Pro Tem Clark, seconded by Commissioner Howell and carried unanimously, the New Alcohol Beverage License for Tom's Food Mart located at 811 Pio Nono Avenue, Macon, GA was denied based on review by legal. Business self-identifies as a food mart. However, upon inspection, business did not possess the fresh foods required to qualify as a food mart. Business is currently operating as a vice mart.***

- b. Corner Grocery located at 2057 Walnut Street, Macon, GA

*Upon review, legal recommends denial. Business self-identifies as a food mart. However, upon inspection by Code Enforcement, business did not have the required fresh food to be considered a food mart. Business is currently operating as a vice mart. (Sponsored by: Lester M. Miller, Mayor)*

***On motion of Mayor Pro Tem Clark, seconded by Commissioner Wilder and carried unanimously, the New Alcohol Beverage License for Corner Grocery located at 2057 Walnut Street, Macon, GA was denied based on legal review. Business self-identifies as a food mart. However, upon inspection by Code Enforcement, business did not have the required fresh food to be considered a food mart. Business is currently operating as a vice mart.***

- c. Sunday Enterprises LLC dba AP's Hidden Hideaway, 4274 Broadway, Macon, GA

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

***On motion of Commissioner Howell, seconded by Commissioner Wilder and carried unanimously, the New Alcohol Beverage License for Sunday Enterprises LLC dba AP's Hidden Hideaway, 4274 Broadway, Macon, GA was approved. Legal recommends approval.***

- d. Macon Breakfast LLC dba Toasted, 5437 Bowman Rd Ste 100, Macon, GA

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

***On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the New Alcohol Beverage License for Macon Breakfast LLC dba Toasted, 5437 Bowman Rd Ste 100, Macon, GA was approved. Legal recommends approval.***

**5. Bragg Jam Crawl**

- a. A Resolution Of Macon-Bibb County Commission Authorizing Bragg Jam, Inc., A Nonprofit Organization, To Hold Its 2024 Concert Crawl In Downtown Macon, Georgia, On Saturday, July 27, 2024; To Permit Festival-Goers To Carry And Consume Alcoholic Beverages In And About The Designated Streets Of Downtown Macon Under Specified Conditions; To Require Bragg Jam, Inc. To Provide For And/Or Reimburse Macon-Bibb County For All Expenses Incurred For Security And Clean-Up; (Sponsored by: Lester M. Miller, Mayor)

***On motion of Mayor Pro Tem Clark, seconded by Commissioner Bailey and carried unanimously, the A Resolution Of Macon-Bibb County Commission Authorizing Bragg Jam, Inc., A Nonprofit Organization, To Hold Its 2024 Concert Crawl In Downtown Macon, Georgia, On Saturday, July 27, 2024; To Permit Festival-Goers To Carry And Consume Alcoholic Beverages In And About The Designated Streets Of Downtown Macon Under Specified Conditions; To Require Bragg Jam, Inc. To Provide For And/Or Reimburse Macon-Bibb County For All Expenses Incurred For Security And Clean-Up was approved.***

**6. Adoption of the FY25 Budget**

- a. An Ordinance Of The Macon-Bibb County Commission To Adopt A Budget And Appropriate Sums For The Operation Of The Macon-Bibb County Government For Fiscal Year 2025; To Provide For Repeal Of Conflicting Ordinances; (Sponsored by: Lester M. Miller, Mayor)

***On motion of Commissioner Watkins, seconded by Mayor Miller and carried unanimously, the amendment to the Ordinance Of The Macon-Bibb County Commission To Adopt A Budget And Appropriate Sums For The Operation Of The Macon-Bibb County Government For Fiscal Year 2025; To Provide For Repeal Of Conflicting Ordinances was approved.***

***On motion of Mayor Pro Tem Clark, seconded by Commissioner Wynn and carried u amendment to the Ordinance Of The Macon-Bibb County Commission To Adopt A Budget And Appropriate Sums For***

***The Operation Of The Macon-Bibb County Government For Fiscal Year 2025; To Provide For Repeal Of Conflicting Ordinances was approved.***

**7. Contracts**

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Lease Agreement With The State Properties Commission For The Lease Of 560 Oglethorpe Street On Behalf Of The Department Of Family And Children's Services, In The Amount Of \$119,636.13; (Sponsored by: Lester M. Miller, Mayor)

***On motion of Commissioner Howell, seconded by Commissioner Bronson and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Lease Agreement With The State Properties Commission For The Lease Of 560 Oglethorpe Street On Behalf Of The Department Of Family And Children's Services, In The Amount Of \$119,636.13.***

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With LLF Landscape Architecture Llc DBA Oak Haven Studio, In The Amount Of \$154,450.00, For The Provision Of Landscape And Architectural Design 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 Commissioner Jones, seconded by Commissioner Bailey and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With LLF Landscape Architecture Llc DBA Oak Haven Studio, In The Amount Of \$154,450.00, For The Provision Of Landscape And Architectural Design Services For The Linear Park Project, To Be Paid From The Grants Fund – Linear Park - Arpa – Contract Labor – Contractual Services Line Item was approved.***

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Renewable Professional Services Agreement With Kroll Associates, Inc. In The Amount Of \$132,400.00 Per Year For The Provision Of Cybersecurity Services, To Be Paid From The Information Technology Budget – Contract Labor – Contractual Services Line Item; (Sponsored by: Lester M. Miller, Mayor)

***On motion of Commissioner Jones, seconded by Commissioner Lucas and carried unanimously, the A Resolution Of The Macon-Bibb***



***County Commission Authorizing The Mayor To Execute A Renewable Professional Services Agreement With Kroll Associates, Inc. In The Amount Of \$132,400.00 Per Year For The Provision Of Cybersecurity Services, To Be Paid From The Information Technology Budget – Contract Labor – Contractual Services Line Item was approved.***

## **8. Grants**

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Supplemental Grant From The Georgia Emergency Management And Homeland Security Agency, In The Amount Of \$5,000.00, To Be Used By The Macon-Bibb County Emergency Management Agency To Purchase Laptops (Sponsored by: Lester M. Miller, Mayor)

***On motion of Commissioner Jones, seconded by Commissioner Wynn and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Supplemental Grant From The Georgia Emergency Management And Homeland Security Agency, In The Amount Of \$5,000.00, To Be Used By The Macon-Bibb County Emergency Management Agency To Purchase Laptops was approved.***

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2025, In The Amount Of \$195,779.00, With Matching Funds In The Amount Of \$34,549.00, Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Mental Health Court Program; (Sponsored by: Lester M. Miller, Mayor)

***On motion of Commissioner Jones, seconded by Commissioner Bailey and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2025, In The Amount Of \$195,779.00, With Matching Funds In The Amount Of \$34,549.00, Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Mental Health Court Program was approved.***

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2025, In The Amount Of \$226,605.00, With Matching Funds In The Amount Of \$39,989.00, Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial

Circuit Adult Felony Drug Court Program; (Sponsored by: Lester M. Miller, Mayor)

***On motion of Commissioner Jones, seconded by Commissioner Lucas and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2025, In The Amount Of \$226,605.00, With Matching Funds In The Amount Of \$39,989.00, Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Adult Felony Drug Court Program was approved.***

- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2025, In The Amount Of \$125,158.00, With Matching Funds In The Amount Of \$22,087.00 Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Veterans Court Program; (Sponsored by: Lester M. Miller, Mayor)

***On motion of Commissioner Jones, seconded by Commissioner Wynn and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2025, In The Amount Of \$125,158.00, With Matching Funds In The Amount Of \$22,087.00 Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Veterans Court Program was approved.***

- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2025, In The Amount Of \$130,692.00, With Matching Funds In The Amount Of \$23,063.00 Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Family Treatment Court Program; (Sponsored by: Lester M. Miller, Mayor)

***On motion of Commissioner Bronson, seconded by Commissioner Howell and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Council Of Accountability Courts Judges State Of Georgia Grant Award From The State Of Georgia Criminal Justice Coordinating Council For Fiscal Year 2025, In The Amount Of \$130,692.00, With Matching Funds In The Amount Of \$23,063.00 Payable In Kind As Existing Employee Salaries, Awarded To The Macon Judicial Circuit Family Treatment Court Program was approved.***

**9. Executive Session**

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

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

***On motion of Mayor Pro Tem Clark and seconded by Commissioner Howell and carried unanimously, the meeting came out of Executive Session with no action.***

**10. Recess Committee of the Whole**

***The Pre-Commission meeting, acting as Committee of the Whole, was recessed for the 5:30 p.m. for the Abandonment of Property hearing.***

***The Pre-Commission meeting resumed at 5:50 p.m.***

**11. Real Property**

- a. A Resolution Of The Macon-Bibb County Commission To Authorizing The Mayor To Close And Abandon That Remaining Portion Of The Right-Of-Way Of Telfair Street Lane, Lying Between Ash Street And Elm Street And To Remove Such Path From The Official Road Map Of Macon-Bibb County; (Sponsored by: Lester M. Miller, Mayor)

***On motion of Commissioner Bailey, seconded by Commissioner Watkins and carried unanimously, the A Resolution Of The Macon-Bibb County Commission To Authorizing The Mayor To Close And Abandon That Remaining Portion Of The Right-Of-Way Of Telfair Street Lane, Lying Between Ash Street And Elm Street And To Remove Such Path From The Official Road Map Of Macon-Bibb County was approved.***

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Quitclaim Deed For The Sale Of The Remaining Portion Of The Former Right Of Way Of Telfair Street Lane, Totaling 2000 Square Feet, More Or Less, For Its Approximate Fair Market Value Of \$ 4204.00, To Michael & Rose Bryant; (Sponsored by: Lester M. Miller,

Mayor)

***On motion of Commissioner Bailey, seconded by Commissioner Jones and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Quitclaim Deed For The Sale Of The Remaining Portion Of The Former Right Of Way Of Telfair Street Lane, Totaling 2000 Square Feet, More Or Less, For Its Approximate Fair Market Value Of \$4,204.00, To Michael & Rose Bryant was approved.***

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Abandon A Portion Of Unopened Right Of-Way Running Between Violet Street And Jessamine Street And To Remove Such Path For The Official Road Map Of Macon-Bibb County; And For Other Lawful Purposes. (Sponsored by: Lester M. Miller, Mayor)

***On motion of Mayor Miller, seconded by Commissioner Howell and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Abandon A Portion Of Unopened Right Of-Way Running Between Violet Street And Jessamine Street And To Remove Such Path For The Official Road Map Of Macon-Bibb County; And For Other Lawful Purposes was approved.***

- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Quitclaim Deed For The Sale Of Property Totaling 0.14 Acres, More Or Less Located At 1026 Violet Street And Abutting Former Alleyway, For Its Calculated Fair Market Value Of \$2,947.00, To Redd's Catering And More, Llc.; (Sponsored by: Lester M. Miller, Mayor)

***On motion of Commissioner Bailey, seconded by Commissioner Jones and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Quitclaim Deed For The Sale Of Property Totaling 0.14 Acres, More Or Less Located At 1026 Violet Street And Abutting Former Alleyway, For Its Calculated Fair Market Value Of \$2,947.00, To Redd's Catering And More, LLC was approved.***

- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Close And Abandon A Portion Of Right-Of-Way Adjacent To 142 Hill Street And To Remove Such Path From The Official Road Map Of Macon-Bibb County; And For Other Lawful Purposes. (Sponsored by: Lester M. Miller, Mayor)

***On motion of Commissioner Jones, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Close And Abandon A Portion Of Right-Of-Way Adjacent To 142 Hill Street And To Remove***

***Such Path From The Official Road Map Of Macon-Bibb County; And For Other Lawful Purposes was approved.***

- f. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Quitclaim Deed For The Sale Of Former Right Of Way Adjacent To 142 Hill Street, Totaling 1400 Square Feet, More Or Less, For Its Approximate Fair Market Value Of \$1400.00, To Michael & Rose Bryant; (Sponsored by: Lester M. Miller, Mayor)

***On motion of Commissioner Jones, seconded by Commissioner Howell and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Quitclaim Deed For The Sale Of Former Right Of Way Adjacent To 142 Hill Street, Totaling 1400 Square Feet, More Or Less, For Its Approximate Fair Market Value Of \$1400.00, To Michael & Rose Bryant was approved.***

Respectfully Submitted:

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Janice S. Ross  
Clerk of the Commission



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b>     |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING SHANDREIKA SMITH AND BOB MOON TO THE MACON-BIBB COUNTY LIBRARY BOARD OF TRUSTEES; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, Section 2-831 of the Macon-Bibb County Code of Ordinances provides that Macon-Bibb County Library Board of Trustees shall consist of nine members who shall be appointed by the governing authority of Macon-Bibb County, in accordance with the Charter; and

**WHEREAS**, Section 2-832 of the Macon-Bibb County Code of Ordinances provides that all members of the Macon-Bibb County Library Board of Trustees shall serve for terms of (5) five years; and

**WHEREAS**, Section 2-833 of the Macon-Bibb County Code of Ordinances provides that after a trustee has served a full five (5) year term, he or she may not be reappointed to the Board of Trustees unless and until one-year has elapsed; and

**WHEREAS**, Shandreika Smith and Bob Moon have been recommended for appointment by Mayor Miller to serve on the Macon-Bibb County Library Board of Trustees; and

**WHEREAS**, Shandreika Smith will succeed Dr. Shaundra Walker, whose term expired June 30, 2024; and

**WHEREAS**, Bob Moon will succeed Hazle Hamilton, whose term expired June 30, 2024; and

**WHEREAS**, Shandreika Smith and Bob Moon meets all requirements necessary for appointment, and expressed their interest and willingness to serve on the Macon-Bibb County Library Board of Trustees by submitting their resume and certificate of good standing, attached hereto as Exhibit A; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that Shandreika Smith and Bob Moon are hereby appointed to serve as members of the Macon-Bibb County Library Board of Trustees for a term of five (5) years with said term to begin July 1, 2024, and expire June 30, 2029.

**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 the Commission

\\Tc-Storage.Maconbibb.Us\Countyattstorage\RES MACON-BIBB\2024 Miller Appointing Shandreika Smith Bob Moon To The  
Library Board Of Trustees 7-9-24.Docx



# **EXHIBIT A**



# Macon-Bibb County

## Certificate of Good Standing

1. Name \_\_\_\_\_ and \_\_\_\_\_ Title \_\_\_\_\_ of \_\_\_\_\_ the applicant: Bob Moon
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):

|                                                                 |                                                                     |                                                      |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plat Approval                              | <input type="checkbox"/> Building Inspection Report  | <input type="checkbox"/> Certificate of Occupancy             |
| <input type="checkbox"/> Alcohol License (Any)                  | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment       | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> Other: <u>LIBRARY BOARD</u> |                                                               |

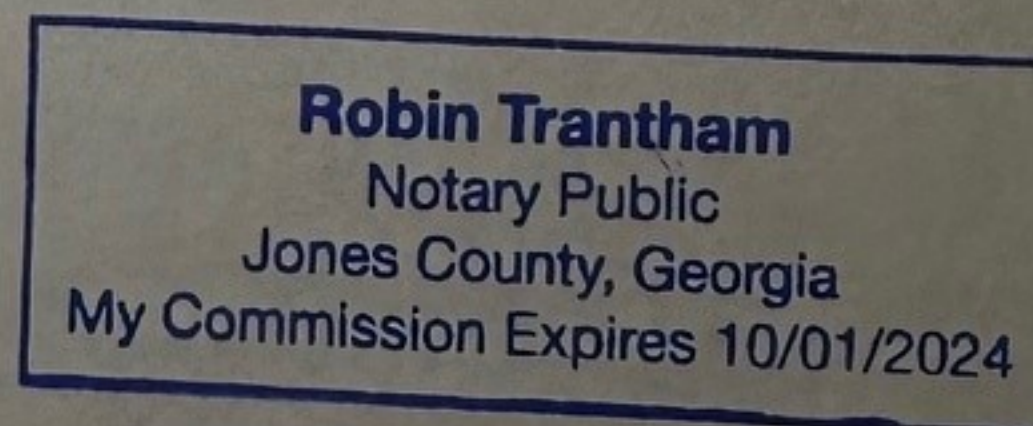
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

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

Bob Moon [Signature]  
Print and Sign Name

Sworn to and subscribed before me this  
5<sup>th</sup> day of July, 2024.

Robin Trantham  
Commission expires  
10/01/2024





## **Bob Moon**

- Born October 31, 1954, in Tandur, A. P., India. Son of Bill and Mary Moon from Ohio.
- Graduated from Kodaikanal International School, Kodaikanal, T. N., India 1972
- BA from Asbury College, Wilmore, KY (Secondary Education, History and English) 1976
- MDiv (Master of Divinity) from Asbury Theological Seminary, Wilmore, KY 1979
- DMin (Doctor of Ministry) from Asbury Theological Seminary, Wilmore, KY 2003
- Married to Betty Fleming for 47 years
- Proud dad to Sarah and Joshua
- Proud grandfather to one terrific grandson and five delightful granddaughters!
- Served for 43 years as a pastor in the South Georgia Conference of The United Methodist Church
- Served churches in Tifton, Jeffersonville, Savannah, Kingsland, Macon (Martha Bowman UMC), and Valdosta.
- Also served as Chaplain for the Methodist Home for Children and Youth based here in Macon
- 5-time delegate to the worldwide General Conference of the United Methodist Church
- Part of the class of Leadership Macon 2006 (?) (Rabbi Larry Schlesinger and I both joked that we were the senior citizen chaperones for all the young people in the class!)

I grew up loving books. You can't help it when your mom was a librarian. She read to us as children and made books come alive. Blessed to grow up in India when there was no television, I spent my evenings learning and adventuring across worlds opened up through books.

As an adult, I would get a library card within a few days of moving to a new county. I love it now with the PINES system which gives statewide access.

When my daughter was a child and we lived in Jeffersonville, a weekly outing for us as a family was coming to Macon. My wife, Betty, sang in the Macon Civic Chorale. My 2-year-old daughter and I would go to the Washington library. That's where she fell in love with books, as well.

Of course, now libraries encompass far more than simply books. But I love the idea of enabling people to broaden their horizons and grow and learn through the public access that a library offers.



## Macon-Bibb County Certificate of Good Standing

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

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

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

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

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

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

## Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Shandricka Smith

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

Shandrika Smith

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% of 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.

Shandrika Smith

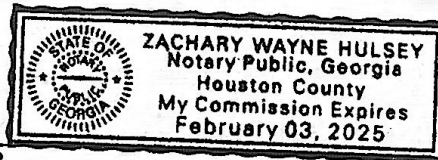
Print and Sign Name

Sworn to and subscribed before me this

8 day of July, 2024

[Signature]  
Notary Public

My commission expires: 02/03/2025



SS

# SHANDREIKA SMITH

Shanknowsre@gmail.com | 478-254-1084 | Macon, GA 31211

## Summary

Proficient in financial modeling, zoning regulations, and fostering strategic partnerships. A results-driven professional poised to contribute innovative solutions and drive growth in the real estate and community sector.

## Skills

- Specialized coursework in entrepreneurship, business strategy, and management
- Networking and prospecting
- Client Relations
- Business Development
- Marketing Management
- Provide comprehensive real estate services to clients, including property marketing, negotiations, and contract management
- Specializing in New Construction Sales & First Time Homebuyers
- Offer personalized insurance solutions to clients, including home, auto, insurance policies
- Maintain strong client relationships, resulting in a high client retention rate
- Received specialized training in new home sales techniques and market trends
- Comprehensive understanding of real estate development principles, market analysis, and project management
- Skilled in identifying lucrative investment opportunities, conducting thorough due diligence, and executing successful development projects
- Proficient in financial modeling, zoning regulations, and fostering strategic partnerships
- Completed a leadership development program focused on urban business leadership and community engagement
- Actively involved in promoting community events and initiatives to drive economic development and cultural enrichment in Newtown Macon
- Dedicated volunteer providing support and assistance to students and faculty within Jones and Bibb County School Systems
- Led a team of young athletes, fostering teamwork, sportsmanship, and personal growth
- Collaborate with school administration, parents, and community members to address educational issues and enhance the school experience for students
- Provide financial oversight and strategic guidance to a nonprofit organization dedicated to community development and social services for underserved

## Experience

Village Premier Collection | Macon, GA  
**Licensed Georgia REALTOR**  
01/2021 - Current

- Provide comprehensive real estate services to clients, including property marketing, negotiations, and contract management
- Specializing in New Construction Sales & First Time Homebuyers.

Macon, GA  
**Licensed Insurance Agent**  
01/2014 - Current

- Offer personalized insurance solutions to clients, including home, auto, insurance policies
- Maintain strong client relationships, resulting in a high client retention rate.

## Education and Training

Cornell University

## **Women Entrepreneurship**

01/2021

Jones County High School

## **High School Diploma**

05/2010

## **Certifications**

- New Homes Sales Consultant, Received specialized training in new home sales techniques and market trends
- Newtown Macon Developer's Academy Graduate, Graduate comprehensive understanding of real estate development principles, market analysis, and project management. Skilled in identifying lucrative investment opportunities, conducting thorough due diligence, and executing successful development projects. Proficient in financial modeling, zoning regulations, and fostering strategic partnerships. A results-driven professional poised to contribute innovative solutions and drive growth in the real estate sector.
- Urban CEO Leadership Graduate, Completed a leadership development program focused on urban business leadership and community engagement.

## **Volunteer Experience**

- Head Cheer Coach, Upward Sports, Macon, GA, Led a team of young athletes, fostering teamwork, sportsmanship, and personal growth.
- Vice President, School Council, Jones County School System, Macon, GA, Collaborate with school administration, parents, and community members to address educational issues and enhance the school experience for students.
- Board Member/Financial Chief, AAA (Non-profit), Macon, GA, Provide financial oversight and strategic guidance to a nonprofit organization dedicated to community development and social services for underserved.
- Newtown Macon Hype Team Member spread the word about Macon and all of it's growth to neighbors and individuals relocating to this area



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b>     |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING CHRISTOPHER HOWARD TO THE MACON-BIBB COUNTY LIBRARY BOARD OF TRUSTEES; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, Section 2-831 of the Macon-Bibb County Code of Ordinances provides that Macon-Bibb County Library Board of Trustees shall consist of nine members who shall be appointed by the governing authority of Macon-Bibb County, in accordance with the Charter; and

**WHEREAS**, Section 2-832 of the Macon-Bibb County Code of Ordinances provides that all members of the Macon-Bibb County Library Board of Trustees shall serve for terms of (5) five years; and

**WHEREAS**, Section 2-833 of the Macon-Bibb County Code of Ordinances provides that after a trustee has served a full five (5) year term, he or she may not be reappointed to the Board of Trustees unless and until one-year has elapsed; and

**WHEREAS**, Christopher Howard has been recommended for reappointment by Mayor Miller to serve a full five year term on the board; and

**WHEREAS**, Christopher Howard fulfilled Jodi Palmer's unexpired term, which expired June 30, 2024; and

**WHEREAS**, Christopher Howard meets all requirements necessary for appointment, and expressed his interest and willingness to continue serving on the Macon-Bibb County Library Board of Trustees; 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 Christopher Howard is hereby reappointed to serve as a member of the Macon-Bibb County Library Board of Trustees for a term of five years, with said term set to expire June 30, 2029.

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

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

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

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

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

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

[Signatures on the following page.]

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

(SEAL) Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of the Commission

*\\Tc-Storage.Maconbibb.Us\Countyattstorage\RES MACON-BIBB\2024 Miller Reappointing Christopher Howard To The  
Library Board Of Trustees 7-9-24.Docx*



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING KELSEY HOLLAND TO KEEP MACON-BIBB BEAUTIFUL BOARD; AND FOR OTHER LAWFUL PURPOSES.**

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

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

**WHEREAS**, Kelsey Holland has been recommended for reappointment by Mayor Miller; and

**WHEREAS**, Kelsey Holland fulfilled the unexpired term of Paul Bronson, which said term expired February 1, 2024; and

**WHEREAS**, Kelsey Holland has expressed her interest and willingness to continue serving, meets all rules, regulations, and requirements necessary for reappointment; and

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

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

to serve as a member of the Keep Macon-Bibb Beautiful Board for a term of three (3) years, with said term to begin on the effective date of this resolution.

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

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

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

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

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

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

[Signatures on the following page.]

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

(SEAL) Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of the Commission

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7-9-24.Docx*



ADDED TO THE FEBRUARY 2ND PRE-COMMISSION  
AGENDA

## Introductory Text

---

### All current Alcohol Licenses expire December 31.

There is no grace period.

Alcohol License Renewal applications must be submitted annually on or before November 15th to receive your alcohol license by the January 1st deadline. Renewal applications will be accepted until 12/31. After this date a new Alcohol License Application will have to be submitted.

Accepted Methods of Payment: **Credit, Debit, and eCheck.**

### Please proceed to the Application Questions for steps to renew or apply for initial licensure.

## Application Questions

---

Are you submitting an Initial Application or a Renewal for an existing license?

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

Are you submitting an application for a non-profit business?

Non-Profit Business : No

## Required Attachments

 Please note: You will be required to complete the Alcohol Beverage Supplemental Packet as a part of this application.

**You will need to complete and upload the supplemental packet. This can be found [here](#)**

You must complete and upload the Alcohol Beverage Supplemental Packet here.

Alcohol Beverage Supplemental Packet:

FAMILY SUPER MARKET INC LOCAL ALCOHOL LICENSE.pdf

## Business Information

---

☒ For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD do: "John Doe's Services Inc"

☐ For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD NOT do: "John Does Services, Inc."

Business Name (DBA) : FAMILY SUPER MARKET

Corporation Name : FAMILY SUPER MARKET INC

Business Address : 2965 HOUSTON AVE.

City : MACON

State : GA

Zip : 31206-2247

Mailing Address : 2965 HOUSTON AVE.

City : MACON

State : GA

Zip : 31206-2247

Local Business Phone # : (478) 781-5348

Email : kamilali987@gmail.com

Owner Name : SHAHZAD KANANI

Owner Phone # : (404) 909-9547

Are you selling alcohol by the package to go? : Yes

Drugstore : ☐

Food Mart : ☐

Gas Station : ☐

Grocery Store : ☒

Small Box Discount Store : ☐

Specialty Store : ☐

Vice Mart : ☐

Other Small Box Retail Store : ☐

Other/None of the Above/Distilled Spirits/Exempt : ☐

## Agent Information

---

## Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : AH001167

Agent's First Name : SHAHZAD

Agent's Last Name : KANANI

Agent's Home Phone # : (678) 800-9414

Job Title : OWNER

Agent's Home Address : 1355 CRESTHAVEN LN

City : LAWRENCEVILLE

State : GA

Zip : 30043

Social Security Number : 

## License Fees

---

## License Fees (ADD All that Apply)

Add the applicable License Fees by clicking the **ADD** button below and selecting the appropriate options.

License Fees:

License Fee : Wine Packaged to Go - \$700

License Fee : Malt Packaged to Go - \$800

## Armed Security Personel

---

Are you a bar/nightclub that derives 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises?

Yes/No : No

## Certification and Attestation

---

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.

By checking this box and entering your name below, you are agreeing to the terms and conditions and consenting to the use of your electronic signature in lieu of an original signature on paper. : ☒

As a part of this application, please read the relevant code sections and requirements that are listed [here](#). Please note accessing the code here will save the information you entered and redirect you to the beginning of the application. Simply, move through the application to digitally sign and date.

By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Your Name Here : SHAHZAD KANANI

Date

Today's Date : 12/18/2023





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)**

|                                                            |         |                                                          |         |                                                         |         |
|------------------------------------------------------------|---------|----------------------------------------------------------|---------|---------------------------------------------------------|---------|
| <input type="checkbox"/> *Distilled Spirits Packaged to Go | \$2,900 | <input checked="" type="checkbox"/> *Malt Packaged to Go | \$800   | <input checked="" type="checkbox"/> Wine Packaged to Go | \$700   |
| <input type="checkbox"/> *Distilled Spirits C.O.P.         | \$2,900 | <input type="checkbox"/> *Malt C.O.P.                    | \$800   | <input type="checkbox"/> Wine *C.O.P.                   | \$700   |
| <input type="checkbox"/> *Distilled Spirits Wholesaler     | \$3,600 | <input type="checkbox"/> *Malt Wholesaler                | \$1,000 | <input type="checkbox"/> Wine Wholesaler                | \$800   |
| <input type="checkbox"/> *Distilled Spirits Manufacturers  | \$4,300 | <input type="checkbox"/> *Malt Manufacturer              | \$2,500 | <input type="checkbox"/> Wine Manufacturer              | \$1,700 |
| <input type="checkbox"/> Brewpub                           | \$2,500 | <input type="checkbox"/> Out-of-Town Wholesaler          | \$100   | <input type="checkbox"/> Brown Bag                      | \$0     |
| <input type="checkbox"/> Malt Beverage Taproom             | \$2,500 | <input type="checkbox"/> Cocktail Room                   | \$2,500 | <input type="checkbox"/> Alcohol Beverage Caterer       | \$600   |
|                                                            |         |                                                          |         | <input type="checkbox"/> 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.**

\$ 1500.00 Alcohol License Fees + \$400 Application Fee = Total \$ 1900.00

**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 #: 88-1813914 State Tax ID #: 20277036908Business Name: Family Super Market Inc Corporate and Trade Name:                     Local Business Address: 2965 Houston Ave., Macon, GA 31206-2247Mailing Address: 2965 Houston Ave., Macon, GA 31206-2247  
(P.O. Box Not Allowed) City State ZipLocal Business Phone #: ( ) Email Address: kamilali987@gmail.com  
(City State Zip)Contact Person: Kamil Ali Contact Phone #: 404, 909-9547**AGENT**Agent's Name: Shahzad A. Kanani Agent's Title: OwnerDate of Birth: [REDACTED] Social Security Number: [REDACTED]Home Address: 1355 Cresthaven Ln City: Lawrenceville State: GA Zip: 30043Home Phone #: 678-800-9414 Email: Shahzad.Kanani@gmail.comMailing Address: 1355 Cresthaven Ln City: Lawrenceville State: GA Zip: 30043**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: Shahzad A. Kanani Title: OwnerHome Address: 1355 Cresthaven Ln City: Lawrenceville State: GA Zip: 30043-8148Home Phone #: 678-800-9414 Email: Shahzad.Kanani@gmail.comMailing Address: 1355 Cresthaven Ln City: Lawrenceville State: GA Zip: 30043-8148

Rev. 08/23



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

**Business Information**

Business Name: FAMILY SUPER MARKET INC  
 Business Type: Corporation

**Address Information**

Location Address: 2965 HOUSTON AVE MACON GA 31206-2247

**Alcohol License Information**

License Type: Retail  
 Start Date: 01-17-2024  
 Beer: Yes  
 Wine: Yes  
 Liquor: No  
 Airline or Railway Carrier: No  
 Local Jurisdiction Type: County  
 Local Jurisdiction: BIBB  
 Arrest History: No

| <b>Local License / Fees</b> | <b>Fee Amount</b> |
|-----------------------------|-------------------|
| Malt Packaged to Go         | \$800.00          |
| Wine Packaged to Go         | \$700.00          |
|                             | <u>\$1,500.00</u> |

**Licensee Information**

Licensee Type: Business  
 Licensee Name: KANANI, SHAHZAD

**Additional Information**

Primary NAICS: 445110

| <b>Officers</b> | <b>Officer or Responsible Party</b> |
|-----------------|-------------------------------------|
| KANANI, SHAHZAD | Both                                |

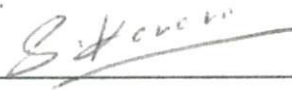
## Name-Based Criminal History Record Information Consent/Inquiry Form

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): <u>Shahzad A. Kanani</u>                            |              |               |                        |
| Home Address: <u>1355 Cresthaven Ln, Lawrenceville, GA. 30043-8118</u> |              |               |                        |
| Sex                                                                    | Race         | Date of Birth | Social Security Number |
| <u>M</u>                                                               | <u>Asian</u> |               |                        |

☒ This authorization is valid for 90/180/360 (circle one) days from date of signature.

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

Signature:  Date: 12/01/2023

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

Date of Inquiry: \_\_\_\_\_ Time of Inquiry: \_\_\_\_\_ Operator's Initials: \_\_\_\_\_

Purpose Code used: (check one)

|                          |                                                                                                     |
|--------------------------|-----------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | Employment (E) – Provides <b>Georgia</b> Criminal History Record Information                        |
| <input type="checkbox"/> | Employment with Mentally Disabled (M) – Provides <b>Georgia</b> Criminal History Record Information |
| <input type="checkbox"/> | Employment with Elder Care (N) - Provides <b>Georgia</b> Criminal History Record Information        |
| <input type="checkbox"/> | Employment with Children (W) - Provides <b>Georgia</b> Criminal History Record Information          |
| <input type="checkbox"/> | Public Records (P) – Provides <b>Georgia Felony Convictions</b> Only                                |

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

|                          |                                    |
|--------------------------|------------------------------------|
| <input type="checkbox"/> | No Georgia CHRI results available. |
| <input type="checkbox"/> | Georgia CHRI attached/released     |

|                          |                                                          |
|--------------------------|----------------------------------------------------------|
| <input type="checkbox"/> | No NCIC/GCIC Warrant results available.                  |
| <input type="checkbox"/> | Possible NCIC/GCIC Warrant. Contact Agency listed below. |
| Wanting Agency Name:     |                                                          |
| Agency Telephone:        |                                                          |

Agency Designee Signature and Title

Date



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

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

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

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

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

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

Business Name: Family Super Market Inc.  
Printed Name of Applicant: Shahzad A. Kanani  
\*Signature of Applicant: S. Kanani

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 12<sup>th</sup> DAY OF December, 2023.

Mardai Powmesamy  
NOTARY PUBLIC

3/30/2026  
MY COMMISSION EXPIRES



SAVE Response

**Applicant Status:** Lawful Permanent Resident - Employment Authorized

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

SAVE Response Details

**Case Verification Number**

0023352183929XT

**Class of Admission (COA) Code**

E39

**Country of Birth**

PAK - PAKISTAN

**Date Admitted To**

NDEFINITE

Agency Submitted Details

**Full Name**

Shahzad Kanani

**Date of Birth**

[REDACTED]

**Alien Number**

[REDACTED]

**Initiated On**

12/18/2023

**Initiated By**

MSOT1465

**Point of Contact Name**

Megan Foskey



## MEASUREMENT FORM

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

**APPLICANT:** KARIM ALI

**PROPOSED LICENSE:** BEER AND WINE PACKAGED TO GO

**BUSINESS LOCATION:** 2965 HOUSTON AVE.

**BUSINESS NAME:** FAMILY SUPER MARKET

### To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.  
☒ X Comply ☐ Does not Comply
2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.  
☐ Comply ☐ Not Applicable ☒ X Unknown
3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.  
☐ Comply ☐ Complies , but does not comply with other restrictions  
☒ X Not Applicable

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

Date: 1-10-2024

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 &amp; 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

Family Super Market  
# 2965 Houston Ave.  
3,200' — SCHOOL GROUND property line  
Bruce Elementary  
3,250' — SCHOOL BUILDING  
Bruce Elementary  
6,500' — COLLEGE CAMPUS property line  
Mercer University - Main Campus  
15,750' — ALCOHOLIC TREATMENT CENTER building  
River Edge - Emory Highway  
11,400' — PUBLIC LIBRARY or BRANCH building  
Washington Memorial  
2,000' — MACON-BIBB COUNTY HOUSING AUTHORITY property  
Pendleton Homes  
1,325' — CHURCH (building)  
Greater New Corinth Baptist Church  
1,300' — CHURCH GROUNDS  
Greater New Corinth Baptist Church  
2,400' — M-B COUNTY RECREATION CENTER property  
Memorial Recreation Center  
N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')  
Applicant self-identifies as a:  
"GROCERY STORE"

OK!  
Paul J. Hornowski  
January 9, 2024

# McClatchy

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 |
|-----------|--------------|-----------------------------------------|----------|---------|------|-------|
| 134183    | 485002       | Print Legal Ad-IPL01460580 - IPL0146058 |          | \$46.36 | 1    | 29 L  |

**Attention:** KAMIL ALI

KAMIL ALI  
1988 SHAUDI LANE  
ATLANTA, GA 30345

kamilali987@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 November 8, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as FAMILY SUPER MARKET INC/FAMILY SUPER MARKET, 2965 HOUSTON AVE. MACON, GA 31206. 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 1, 2023. Shahzad  
Kanani, Applicant  
IPL0146058  
Nov 1, 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:

11/01/23, 11/08/23

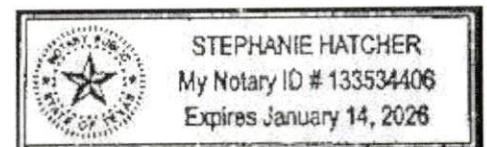
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

*Willmenta Serrano*

Sworn to and subscribed before me this 8th 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:               | 2022-0735                                     | PERMIT TYPE: | PU | DATE OF ISSUE:   | 10/27/2023                      |
| ISSUED TO NAME:          | Family Super Market Inc , Family Super Market |              |    |                  |                                 |
| OWNER'S NAME:            | BANK OF AMERICA                               |              |    |                  |                                 |
| PROPOSED USE:            | Commercial, Industrial or Institutional Use   |              |    |                  |                                 |
| ADDRESS OF PROPOSED USE: | 2965 HOUSTON AVE                              |              |    |                  |                                 |
| NEW CONSTRUCTION:        | No                                            |              |    |                  |                                 |
| STRUCTURE TYPE:          | Existing,                                     |              |    |                  |                                 |
| MAP/PARCEL:              | P092-0231                                     |              |    | ZONING DISTRICT: | C-2—General Commercial District |

### PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- for a grocery store with alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should it occupy more, than this, a conditional use for an amusement facility is required. Subject to requirements of Business Development Services. Subject to all applicable local, state, and federal regulations.

**NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 10/27/2024 THIS PERMIT IS NULL & VOID**

**APPROVED BY: John Langstaff (revised by HS in 2023)**

### NOTICE

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



GEORGIA  
CORPORATIONS  
DIVISION

GEORGIA SECRETARY OF STATE  
**BRAD  
RAFFENSPERGER**

[HOME \(/\)](#)

**BUSINESS SEARCH**

BUSINESS INFORMATION

Business Name: **FAMILY SUPER MARKET  
INC** Control Number: **22054802**

Business Type: **Domestic Profit  
Corporation** Business Status: **Active/Compliance**

NAICS Code: **Retail Trade** NAICS Sub Code: **Supermarkets and  
Other Grocery (except  
Convenience) Stores**

Principal Office Address: **2965 HOUSTON  
AVENUE, MACON, GA,  
31206, USA** Date of Formation /  
Registration Date: **3/5/2022**

State of Formation: **Georgia** Last Annual Registration  
Year: **2023**

REGISTERED AGENT INFORMATION

Registered Agent Name: **SHAHZAD A KANANI**

Physical Address: **8114 WOODIRON DR, DULUTH, GA, 30097, USA**

County: **Gwinnett**

OFFICER INFORMATION

| Name                     | Title     | Business Address                         |
|--------------------------|-----------|------------------------------------------|
| KARIM ALI SHAHZAD KANANI | CEO       | 8114 WOODIRON DR, DULUTH, GA, 30097, USA |
| KARIM ALI SHAHZAD KANANI | CFO       | 8114 WOODIRON DR, DULUTH, GA, 30097, USA |
| SHAHZAD A KANANI         | Secretary | 8114 WOODIRON DR, DULUTH, GA, 30097, USA |

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,  
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)



**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: \_\_\_\_\_ Name of Corporation: Family Super Market Inc

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

**Individual:**

Name and Title: Shahzad Kamani Licensee Telephone Number: (404) 909-9547

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

Residential Street Address: 1355 Cresthaven Ln, Lawrenceville, GA, 30043-8148

Mailing Address: 1355 Cresthaven Ln, Lawrenceville, GA, 30043-8148

**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: \_\_\_\_\_
  - ☐ Member holdings \_\_\_\_\_ % of all outstanding membership interests
- ☒ Privately Held Corp./Company
  - ☐ Corporate Officer: Yes ☒ No \_\_\_\_\_
  - ☐ Shareholder holding 100 % of all outstanding ownership interests.
- ☐ Publicly Traded Company
  - ☐ Corporate Officer: Yes \_\_\_\_\_ No \_\_\_\_\_
- ☐ Other
  - ☐ Other person exercising operational authority over the entity: \_\_\_\_\_



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

## Alcohol Handler's Beverage License Application

### APPLICANT

First Name: Shahzad A. Last Name: Kanani  
Home Address: 1355 Cresthaven Ln City: Lawrenceville State: GA Zip: 30043  
Home Phone #: 678-800-9414 Email: Shahzad.Kanani@gmail.com  
Date of Birth: [REDACTED] Social Security Number: [REDACTED]  
Mailing Address: 1355 Cresthaven Ln City: Lawrenceville State: GA Zip: 30043

- ☒ 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 money order, cashier check, check or debit/credit (in office) 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.

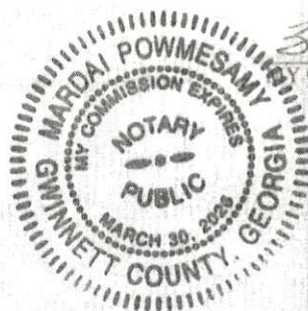
[Signature]  
Applicant's Signature

12/12/2023  
Date

I hereby certify that Shahzad Kanani 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 12<sup>th</sup> day of December, 2023

[Signature]  
NOTARY PUBLIC



3/30/2026  
COMMISSION EXPIRES

Rev. 7/2021



# Training Institute for Responsible Vendors, Inc.

certifies that

**Shahzad A. Kanani**

has successfully completed training in our responsible alcohol sales  
and service program thus entitling them to all the rights and privileges  
appertaining thereto.



**t.i.r.v.**

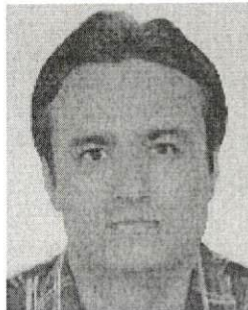
In witness thereof this 10<sup>th</sup> day of May, 2023



  
Registered Agent



Shahzad Kanani



**AH001167**

**ALCOHOL HANDLER**

**EXP: 12/31/2024**

## COMMERCIAL REAL ESTATE LEASE CONTRACT

**THIS COMMERCIAL REAL ESTATE LEASE CONTRACT** ("Lease") made effective the 1st day of March, 2022 ("Effective Date"), by and between **SUPER PROPERTIES INC** a Georgia corporation, with an address of **4289 Catamount Dr, Lilburn GA 30047** and as its member **Anila Ali** (hereinafter collectively referenced as the "Landlord") and **FAMILY SUPER MARKET, INC** a Georgia Company, and **Shahzad Kanani** as its member, a Georgia Resident jointly and severally, with an address of **8114 Woodiron Drive Duluth, GA 30097** hereinafter collectively referenced as the "Tenant").

### WITNESSETH:

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

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the property and improvements located at **2965 Houston Ave Macon, GA 31026** and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises"), together with the nonexclusive right to use any common areas of the Premises.

2. **Term of Lease.** The Commencement Date of this Lease shall be April 1<sup>st</sup>, 2022 and ending on March 31<sup>st</sup> 2027 at midnight, unless sooner terminated as hereinafter provided (hereinafter called "Term").

3. Provided Tenant is not in default, Tenant will have 2(Two) 5 Years options to renew the lease with following terms

4. **Rent.**

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

|   |                       |            |
|---|-----------------------|------------|
| A | April 2022-March 2027 | \$12500.00 |
| B | April 2027-March 2032 | \$15000.00 |
| C | April 2032-March 2036 | \$17500.00 |

5. **Condition of Premises.** Landlord and Tenant acknowledge and agree that no representations or warranties, either express or implied, have been made by Landlord with respect to the Premises. Nothing herein contained shall be construed as a warrant by Landlord and Landlord hereby expressly disclaims any such warranty, that the said Premises are in good condition or fit or suitable for any particular purpose, including but not limited to, the use and purposes for which the







Tenant desires to lease the Premises. Notwithstanding any provision to the contrary contained herein, the Tenant accepts the building, improvements, equipment, parking lot, appliances, bathroom facilities, electrical and plumbing systems, gasoline dispensing systems, including but not limited to the underground gasoline tanks, underground pumps, and gasoline dispensers, lines, swivels, hoses and nozzles, and such other personalty at the Premises in their present state "**AS IS and WHERE IS**". Acceptance of the Premises shall be conclusively premised upon occupancy by the Tenant. Nothing herein contained shall be construed as a warranty by Landlord that said Premises are in good condition or fit or suitable for the use and purposes for which the Tenant wishes to lease the Premises, and the Tenant herewith agrees that it has examined the Premises and is fully satisfied with the physical condition thereof.

6. **Landlord's Property.** All trade fixtures, trade apparatus, equipment and other property of Landlord (including all replacements) located on the Premises, at any time, shall remain the property of Landlord and may not be removed, sold, conveyed, encumbered or transferred by Tenant. Should any of Landlord's Property be damaged, lost or otherwise impaired during the Term for any reason, Tenant shall promptly notify Landlord and shall repair or replace, at Tenant's sole expense, the affected item or items of Landlord's Property

7. **Repairs and Maintenance.** Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said Premises. Tenant accepts the leased Premises in its present condition and as suited for the intended use by Tenant. Tenant shall, throughout the Term of this Lease, at Tenant's expense, maintain in good order and repair the leased Premises and all other equipment, and all other improvements, fixtures and equipment located on the Premises. Tenant agrees to care for the grounds around the building, including the mowing of grass, care of shrubs, general landscaping. Tenant agrees to return said Premises and the Equipment to Landlord at the expiration or prior to termination of this Lease in as good condition and repair as when first received, natural wear and tear and acts of God excepted. Landlord agrees to take care of exterior walls and the roof. It is acknowledged that the intent of this paragraph is for the Landlord to have no duty to repair or maintain any portion of the Premises including the Equipment as provided in the following section and except as provided herein.

Tenant agrees that it will, at its own expense, take such steps as shall be reasonably necessary or required to keep the Premises clean, free of mold, roaches, rodents, insects and other pests and that Landlord shall not be liable for any damage caused by the same.

8. **Utility Bills, Insurance, Taxes, Vendors.**

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




b. *Taxes.* Throughout the Lease Term, Tenant shall pay its share of Taxes. "Taxes" means all federal, state, local, governmental taxes and fees to conduct the business. The Real estate taxes of the building, Land and the improvements will be paid by Landlord

c. *Premises Insurance.* Landlord shall at all times during the term of this Lease procure and maintain in full force and effect an All Risk Property Insurance Policy on the Premises, all improvements constructed thereon and any additions or alterations thereto or replacements thereof. Said policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises. Tenant shall at all times during the term of this Lease procure and maintain in full force and effect an All Risk Property Insurance Policy on the fixtures, coolers and Inventory and Liability insurance not less than \$1 million per occurrence

d. *Vendors.* Tenant shall have the option to select any vendor, subject to the Landlord's express approval, to supply petroleum products to the Premises. Tenant shall have the sole authority to determine which vendors shall be utilized at the Premises for Automated Teller Machine(s) and Coin Operated Amusement Machines. It is acknowledged and agreed that any rebate and/or incentive monies received from any vendor shall be the sole property of Tenant

9. **Use of Premises.** Premises shall be used for a grocery store. Premises shall not be used by Tenant for any other purpose unless Landlord agrees in writing to such additional use. Premises shall not be used for any illegal purpose, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly and attractive condition.

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

11. **Insurance of the Premises.** Tenant shall, at Tenant's sole cost and expense, keep Tenant's property, inventory and equipment insured in an amount equal to not less than one hundred percent (100%) of their full insurable value. As long as this Lease is in effect, the proceeds from any such policy shall be used for the repair or replacement of said fixtures, equipment and merchandise. Landlord shall keep the insurance on the premises

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

13. **Condemnation.** If the whole of the leased Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental



shall be computed and paid as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that Tenant waives any and all rights in any award made by any condemnation authority notwithstanding the termination of the Lease as herein provided.

**14. Assignment and Subletting.** Tenant shall not assign or sublet this Lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of the Premises by any party other than Tenant without the prior express written consent of Landlord. Consent to any assignment shall not waive any of Landlord's rights under this paragraph or have the effect of releasing Tenant from any obligation under the Lease, and all later assignments shall be allowable only upon the proper written consent of Landlord.

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

**16. Tenant's Alterations and/or Improvements.** No major alterations will be effectuated by the Tenant without the express prior written consent of the Landlord. Notwithstanding the foregoing, Tenant shall have the right to renovate, alter, change and improve the Premises only with the consent of Landlord, which consent may not be withheld as long as it is permissible with governmental authorities

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

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




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

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

**25. Time of Essence.** Time is of the essence of this agreement.

26. **Broker.** The parties acknowledge that there was no broker involved in this transaction and that no third party is entitled to any compensation or commission as a result of the execution of this Lease. If Tenant has dealt with any other person or real estate broker in respect

8th event ed



to leasing or renting space upon the Premises, Tenant shall be solely responsible for the payment of any fee due said person or firm and Tenant shall protect, indemnify, hold harmless and defend the other from any liability in respect thereto.

4<sup>th</sup> **IN WITNESS WHEREOF**, the undersigned parties have hereto set their hands and seals the day of March, 2022

LANDLORD:  
SUPER PROPERTIES INC



By: ANILA ALI

TENANT  
FAMILY SUPER MARKET, INC



By: SHAHZAD KANANI

## 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: Shahzad Kanani Date: 12/26/2023

Business Name: Family Super Market Inc.

I hereby certify that Shahzad Kanani (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 26<sup>th</sup> day of December, 2023

Mardai Powmesany  
NOTARY PUBLIC

3/30/2026  
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: Shahzad Kanani Date: 12/26/2023  
(If different from Agent)

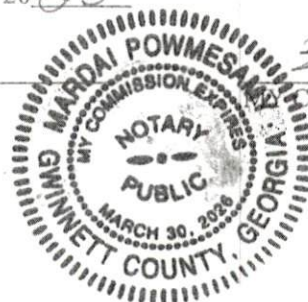
Title: Owner

Business Name: Family Super Market Inc

I hereby certify that Shahzad Kanani (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 26<sup>th</sup> day of December, 2023

Mardai Powmesany  
NOTARY PUBLIC



3/30/2026  
COMMISSION EXPIRES

|                                                        |
|--------------------------------------------------------|
| <b>PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM</b> |
|--------------------------------------------------------|

**Business Name:** Family Super Market Inc.

**Business Address:** 2965 Houston Ave., Macon, GA 31206-2247

**Instructions:**

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

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

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

**Definitions:**

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



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

  
Applicant/Agent Signature

12/01/2023  
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.

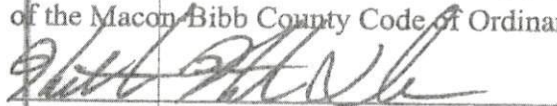
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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:** Family Super Market Inc

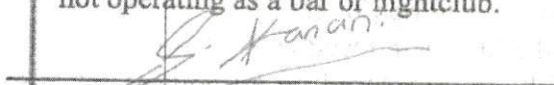
**Business Address:** 2965 Houston Ave., Macon, GA 31206-2247

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

11/02/2023  
Date

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

  
Applicant/Agent Signature

11/02/2023  
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>.

|                                                                                   |                |            |
|-----------------------------------------------------------------------------------|----------------|------------|
|  | Shahzad Kanani | 12/01/2023 |
| Signature                                                                         | Print Name     | Date       |





## Alcohol License Questionnaire

Name of Business: Family Super Market Inc.  
 Owner's Name: Shahzad A. Kanani  
 Address: 2965 Houston Ave.  
Macon, GA 3206

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

Shahzad A Kanani  
 Printed Name of person completing form

Shahzad A Kanani  
 Signature of person completing form

12/01/2023  
 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:** Family Super Market Inc

**Business Address:** 2965 Houston Ave., Macon, GA

☒ **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

12/01/2023  
Date

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

|                                                     |
|-----------------------------------------------------|
| <b>ARMED SECURITY PERSONNEL IDENTIFICATION FORM</b> |
|-----------------------------------------------------|

**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: Shahzad A. Kanani Owner

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

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

|                                                                 |                                                                     |                                                     |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plat Approval                              | <input type="checkbox"/> Building Inspection Report | <input type="checkbox"/> Certificate of Occupancy             |
| <input checked="" type="checkbox"/> Alcohol License (Any)       | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment      | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> 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.

Jordan's Food Mart Inc

Jerry's Super Market Inc

Family Super Market Inc

Sparta Grocery Inc

Speed Fuel Inc

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.

Shahzad A. Kanani [Signature]  
Print and Sign Name

Sworn to and subscribed before me this  
12<sup>th</sup> day of December, 2023.

Mardai Powmesamy

Notary Public

My commission expires: 3/30/2026



Page 2 of 2

Rev. April 2022  
See O-22-0011

## Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Family Supermarket inc

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

Super Properties inc

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

|                                                                 |                                                                     |                                                     |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plat Approval                              | <input type="checkbox"/> Building Inspection Report | <input type="checkbox"/> Certificate of Occupancy             |
| <input checked="" type="checkbox"/> Alcohol License (Any)       | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment      | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> 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.

Anila Ali 100%

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.

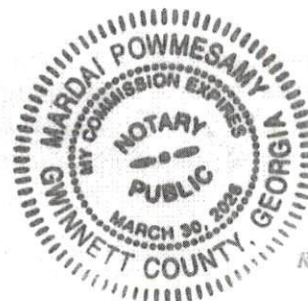
ANILA ALI  
Print and Sign Name

Sworn to and subscribed before me this  
2nd day of January, 2024.

Garthai Pannepany  
Notary Public

My commission expires:

3/30/2026







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

Reviewed By: \_\_\_\_\_

## OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Shahzad Kanani

Fingerprints: Completed 1.23.24

Business Name: Family Super Market Inc DBA Family Super Market

Business Address: 2965 Houston Ave, Macon, GA 31206

### DocuSigned by:

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

1/29/2024

Granted

*David J. Davis*  
 Sheriff, Macon-Bibb County, Georgia  
 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 1/30/2024 (Date)  (Initials)

### **Comments**

After review, legal recommends approval.

### **Initials**

 Stephanie Freeman, Administrative Office Specialist



ADDED TO THE JULY 16, 2024 PRE-COMMISSION AGENDA.

# STATE OF GEORGIA - DEPARTMENT OF REVENUE

## License to Sell Alcoholic Beverages

As set forth and defined in Title 3

Georgia Alcoholic Beverage Code and Regulations Pertaining Thereto

**Not Valid Without Local License If Required - Non Transferable**

EFFECTIVE DATE 01-Jan-2024

LICENSE EXPIRES 31-Dec-2024

BOND EXPIRES

STATE TAXPAYER IDENTIFIER

LICENSE NUMBER

DATE ISSUED

LICENSE FEE

LOCAL LICENSE ISSUED BY

0104774

23-Oct-2023

\$100.00

City MACON

THIS LICENSE AUTHORIZES THE BELOW LICENSEE TO SELL

NITABEN PATEL: Retail - Beer and Wine

DBA

SHELL FOOD MART

AT THE FOLLOWING LOCATION

6369 THOMASTON RD STE 100 MACON GA 31220-7742

COUNTY

BIBB

THOMASTON 2022 LLC  
6369 THOMASTON RD STE 100  
MACON GA 31220-7742

Failure to pay any tax accruing under said Act to the Department of Revenue, or violation of any provisions of said Act or any valid rule and regulation made pursuant thereto, shall be grounds for cancellation of this license by the Commissioner of Revenue

*Frank A. McNeal*  
State Revenue Commissioner

**THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY AT LOCATION SHOWN HEREON**





**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)**

|                                                                                                                                                                       |         |                                                               |         |                                                         |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------------------------------------------------|---------|---------------------------------------------------------|---------|
| <input type="checkbox"/> *Distilled Spirits Packaged to Go                                                                                                            | \$2,900 | <input checked="" type="checkbox"/> *Malt Packaged to Go      | \$800   | <input checked="" type="checkbox"/> Wine Packaged to Go | \$700   |
| <input type="checkbox"/> *Distilled Spirits C.O.P.                                                                                                                    | \$2,900 | <input type="checkbox"/> *Malt C.O.P.                         | \$800   | <input type="checkbox"/> Wine *C.O.P.                   | \$700   |
| <input type="checkbox"/> *Distilled Spirits Wholesaler                                                                                                                | \$3,600 | <input type="checkbox"/> *Malt Wholesaler                     | \$1,000 | <input type="checkbox"/> Wine Wholesaler                | \$800   |
| <input type="checkbox"/> *Distilled Spirits Manufacturers                                                                                                             | \$4,300 | <input type="checkbox"/> *Malt Manufacturer                   | \$2,500 | <input type="checkbox"/> Wine Manufacturer              | \$1,700 |
| <input type="checkbox"/> Brewpub                                                                                                                                      | \$2,500 | <input type="checkbox"/> Out-of-Town Wholesaler               | \$100   | <input type="checkbox"/> Brown Bag                      | \$0     |
| <input type="checkbox"/> Alcohol Beverage Caterer                                                                                                                     | \$600   | <input checked="" type="checkbox"/> Temporary Alcohol License | \$100   |                                                         |         |
| <input type="checkbox"/> Please check here if you are applying for a Business Continuation License.<br>Business Continuation License is <b>25% of applicable fees</b> |         |                                                               |         |                                                         |         |
| *Distilled Spirits (Liquor)                                                                                                                                           |         | *Malt (Beer)                                                  |         | *C.O.P. (Consumed on Premise)                           |         |

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

\$ \_\_\_\_\_ Alcohol License Fees + \$400 Application Fee = \$ \_\_\_\_\_

**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 #: 92-0912566 State Tax ID#: 20282169270  
 Business Name: Shell Food Mart Corporate and Trade Name: Thomaston 2022 LLC  
 Local Business Address: 6369 Thomaston Rd Ste 100 MACON GA 31220  
 (P.O. Box Not Allowed) City State Zip  
 Mailing Address: SAME  
 (City State Zip)  
 Local Business Phone #: 630-390-9432 Email Address: MANISH J469@yahoo.com  
 Contact Person: MIKE PATEL Contact Phone #: [REDACTED]

**AGENT**

Agent's Name: NITABEN B PATEL Agent's Title: OWNER  
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]  
 Home Address: [REDACTED]  
 Home Phone #: [REDACTED] Email: [REDACTED]  
 Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**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: NITABEN B PATEL Title: OWNER  
 Home Address: [REDACTED]  
 Home Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Rev. 08/23

## 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>NITABEN B PATEL</u>                    |              |               |                        |
| Home Address: <u>121 MARQUE DR APT # 1504 WARREN ROBINTA</u> |              |               |                        |
| Sex                                                          | Race         | Date of Birth | Social Security Number |
| <u>Female</u>                                                | <u>ASIAN</u> | [REDACTED]    |                        |

31093



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.

N. B. Patel  
Signature

05/10/24  
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)

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

SAVE Response



**Applicant Status:** Lawful Permanent Resident -Employment Authorized

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

SAVE Response Details

**Case Verification Number**

0024131192613TS

**Class of Admission (COA) Code**

SU7

**Country of Birth**

IND - INDIA

**Date Admitted To**

INDEFINITE

Agency Submitted Details

**Full Name**

Nitaben Patel



**Initiated On**

05/10/2024

**Initiated By**

JREN0851

**Point of Contact Name**

Jennifer Renfro



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

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

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

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

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

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

Business Name: Shell Food Mart

Printed Name of Applicant: Nitaben B Patel

\*Signature of Applicant: N. B. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 16th DAY OF April, 2024

JR Hinds  
 NOTARY PUBLIC

March 10, 2025  
 MY COMMISSION EXPIRES



5

**MEASUREMENT FORM**

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

**APPLICANT:** NITABEN PATEL

**PROPOSED LICENSE:** BEER AND WINE PACKAGED TO GO

**BUSINESS LOCATION:** 6369 THOMASTON RD. STE 100.

**BUSINESS NAME:** SHELL FOOD MART

**To Be Completed by County Engineer**

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.  
☒ X Comply      ☐ Does not Comply
2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.  
☐ Comply      ☐ Not Applicable      ☒ X Unknown
3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.  
☐ Comply      ☐ Complies , but does not comply with other restrictions  
☒ X Not Applicable

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

Date: 4-11-2024

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

4,100' — Shell Food Mart  
#6369 Thomaston Road  
SCHOOL GROUND property line

4,300' — Heritage Elementary  
SCHOOL BUILDING

17,250' — Heritage Elementary  
COLLEGE CAMPUS property line

17,350' — Middle Georgia State University  
ALCOHOLIC TREATMENT CENTER building

29,750' — River Edge - Fulton Mill Road  
PUBLIC LIBRARY or BRANCH building

17,150' — Riverside Library  
MACON-BIBB COUNTY HOUSING AUTHORITY property

800' — Martin Place  
CHURCH (building)

1,400' — Piedmont Church  
CHURCH GROUNDS

28,100' — Piedmont Church  
M-B COUNTY RECREATION CENTER property

N/A — Theron Vassey Park Community Center  
Vice Mart - Small Box Retail Store - Small Box Discount store (2500')  
Applicant self-identifies as a:  
"Gas Station"

OK! ✓

Paul J. Hornowski  
April 10, 2024



6



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

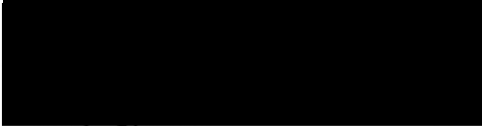
The Modesto Bee  
The Sun News - Myrtle Beach  
Raleigh News & Observer  
Rock Hill | The Herald  
The Sacramento Bee  
San Luis Obispo Tribune  
Tacoma | The News Tribune  
Tri-City Herald  
The Wichita Eagle  
The Oregian

## AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification                          | Order PO | Amount  | Cols | Depth |
|-----------|--------------|-----------------------------------------|----------|---------|------|-------|
| 73210     | 538048       | Print Legal Ad-IPL01671070 - IPL0167107 |          | \$46.36 | 1    | 31L   |

Attention: Nita Ben B PATEL

Nita Ben B PATEL



### NOTICE

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the 11th day of April, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as THOMASTON 2022 LLC 6369/ SHELL FOOD MART dba 6369 Thomaston Rd Ste 100 Macon, GA 31220. 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 4th day of April, 2024. Nita Ben B Patel, Applicant  
IPL0167107  
Apr 4, 11 2024

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:

04/04/24, 04/11/24

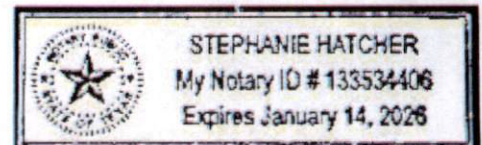
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

*Willmenta Semons*

Sworn to and subscribed before me this 11th day of April in the year of 2024

*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!



7



MACON-BIBB COUNTY

Planning &amp; Zoning

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

## Zoning Compliance

|                                 |                                                                             |                                   |
|---------------------------------|-----------------------------------------------------------------------------|-----------------------------------|
| <b>PERMIT NO:</b> ZC-2023-168   | <b>PERMIT TYPE:</b> Permitted Use                                           | <b>DATE OF ISSUE:</b> 03/29/2023  |
| <b>ISSUED TO NAME:</b>          | Nitaben B Patel<br>Shell Food Mart                                          |                                   |
| <b>OWNER'S NAME:</b>            | ZEBULON THOMASTON DEVELOPMENT LWD LLC                                       |                                   |
| <b>PROPOSED USE:</b>            | Existing: Commercial, Industrial, or Institutional<br>c-store w/ restaurant |                                   |
| <b>ADDRESS OF PROPOSED USE:</b> | 6369 THOMASTON RD                                                           |                                   |
| <b>NEW CONSTRUCTION:</b>        | No                                                                          |                                   |
| <b>MAP/PARCEL:</b>              | 1007-0004                                                                   | <b>ZONING DISTRICT:</b> PDM (PDE) |

### PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- for a convenience store with alcohol packaged to go and associated deli restaurant; 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.

**NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 03/29/2024 THIS PERMIT IS NULL & VOID**

**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 : 22228698

# 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

**Thomaston 2022 LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **10/26/2022** 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 **11/01/2022**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State



**ARTICLES OF ORGANIZATION**

\*Electronically Filed\*

Secretary of State

Filing Date: 10/26/2022 2:27:12 PM

**BUSINESS INFORMATION**

**CONTROL NUMBER** 22228698  
**BUSINESS NAME** Thomaston 2022 LLC  
**BUSINESS TYPE** Domestic Limited Liability Company  
**EFFECTIVE DATE** 10/26/2022

**PRINCIPAL OFFICE ADDRESS**

**ADDRESS** 6369 Thomaston Rd Ste 100, Macon, GA, 31220, USA

**REGISTERED AGENT**

| NAME           | ADDRESS                                                        | COUNTY |
|----------------|----------------------------------------------------------------|--------|
| Chugh CPAs LLP | 8800 Roswell Rd, Building C Suite 230, Atlanta, GA, 30350, USA | Fulton |

**ORGANIZER(S)**

| NAME            | TITLE     | ADDRESS |
|-----------------|-----------|---------|
| Nitaben P Patel | ORGANIZER |         |

**OPTIONAL PROVISIONS**

Nitanben B Patel is the 100% owner of Thomaston 2022 LLC

**AUTHORIZER INFORMATION**

**AUTHORIZER SIGNATURE** Nitaben B Patel  
**AUTHORIZER TITLE** Organizer

## Ownership Disclosure Form

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

### Business:

Trade Name: Shell Food mart Name of Corporation: Thomble 2022 LLC

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

### Individual:

Name and Title: Nitaben B Patel Telephone Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Residential Street Address: \_\_\_\_\_

P.O. Box Not Allowed (City State Zip)

Mailing Address: Shell Food mart 6369 THOMAS RD STE 100  
(City State Zip)

MACON GA 31220

### Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☒ Sole Proprietorship
- ☐ General Partnership
  - ☐ General Partner holding \_\_\_\_\_% of all outstanding 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 Member: \_\_\_\_\_
  - ☐ Member holdings 100 % of all outstanding membership interests.
- ☐ Privately Held Corp./Company
  - ☐ Corporate Officer: Yes ☐ No ☐
- ☐ Other
  - ☐ Other person exercising operational authority over the entity: \_\_\_\_\_



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

## Alcohol Handler's Beverage License Application

### APPLICANT

First Name: NITABEN B Last Name: PATEL  
Home Address: 121 MARCIE DRAPT City: WARRENROBINS State: GA Zip: 31093  
Home Phone #: 630-390-9432 Email: [REDACTED]  
Date of Birth: [REDACTED] Social Security Number: [REDACTED]  
Mailing Address: 121 MARCIE DR 1504 City: WARRENROBINS State: GA Zip: 31093

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 money order, cashier check, check or debit/credit (in office) 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.

N. B. Patel  
Applicant's Signature

04/16/24  
Date

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

This 16th day of April, 2024

J R Hinds  
Notary Public



March 10, 2025  
My Commission Expires

Rev. 7/2021





Cheers Entertainment Services Bar Training  
**CERTIFICATE OF COMPLETION**

Awarded To

**NITABEN B PATEL**

Course Completion

**MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE**

Date: 2023-03-15

Serial No.

cert\_5y70f9rw



61



**Nitaben B Patel**



**AH001325**

**ALCOHOL HANDLER**

**EXP: 12/31/2024**

## LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") entered into and dated the 1st day of March, 2023 the "Effective Date", by, between, and among Zebulon Thomaston LWD Development LLC, a Georgia Corporation (the "Landlord"), on the one hand; and Thomaston 2022 LLC, a Georgia Corporation (the "Tenant") on the other hand. The Landlord and Tenant are each a "Party", and collectively, the "Parties".

1. **Leased Premises.** Landlord leases and rents to Tenant, and Tenant leases and rents from Landlord, in accordance with the provisions of this Lease, the land, together with the building and improvements on it, located 6369 Thomaston RD Suite 100 Macon GA 31220, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this express reference, annexed hereto and made a part of this Lease. The land, building and improvements are herein referred to as the "Premises". This Lease is made subject to such facts as an accurate survey may disclose, easements, rights of way, and restrictions of record. Landlord will deliver the Premises to Tenant "AS-IS, WHERE IS", in its condition as of the Effective Date of this Lease. Except as set forth in this Paragraph and Subparagraph 5(a) below, Tenant acknowledges and agrees that neither Landlord nor its agents have made any representations to Tenant about the condition of the Premises or any promises to alter, modify, add to, repair or improve the Premises.

2. **Term.** (i) Original Term. The term of this Lease will be for Five (5) years, commencing on the 1st day of March 2023 (the "Commencement Date"), and ending midnight, February 28th, 2028 "Expiration Date"), subject to extension or earlier termination as provided below. (ii) Renewal Term. The Original Term of this Lease may be extended by an additional three 5 (five) year terms upon written notice to Landlord of Tenant's renewal. Renewal shall be at the sole discretion of the landlord. Landlord may refuse to renew lease term. Tenant shall notify Landlord no less than six (6) months prior to the expiration date of such Original Term. If, for any reason, whether or not attributable to the fault of the Landlord, the Landlord is unable to deliver possession of the Premises to the Tenant on the Commencement Date, Landlord shall not be liable to Tenant in any way for damages and this Lease shall not terminate; however, Tenant shall have no obligation to pay rent hereunder until possession of the Premises is delivered to Tenant, and the term of this Lease shall be deemed to be postponed, where such beginning and ending dates of the Original Term or Renewal Term shall be postponed by the amount of time equal to such delay in delivering possession. Landlord reserves the right to terminate this lease agreement at Landlord's sole discretion.

3. **Use of the Premises.** (i) Use by Tenant and Certificate of Occupancy. Tenant will use and occupy the Premises only as and for the operation of a Convenience Store and no other. In the event required, Tenant will, at Tenant's own expense, apply for and obtain a Certificate of Occupancy with respect to the Premises, based upon the use set forth above, from the appropriate authority, prior to the commencement date of the Lease. (ii) Prohibited Use. Tenant will not



occupy nor use all or any part of the Premises nor permit or suffer the Premises to be occupied or used for any purpose other than as provided for in this Lease.

4. **Fixed Annual Rent, Additional Rent, and Other Sums to Be Paid by Tenant.**

(a) **Fixed Annual Rent.** During the Lease term, Tenant will pay Landlord the Fixed Annual Rent set forth below on the first day of each month, in advance, with the exception that the first monthly installment of Fixed Annual Rent will be paid upon execution and delivery of this Lease, the receipt of which is acknowledged by Landlord, subject to collection.

| <b>Lease Period</b> | <b>Fixed Monthly Rent</b> | <b>Total Fixed Annual Rent</b> |
|---------------------|---------------------------|--------------------------------|
| Years 1-5           | \$ 9000                   | \$ 108,000                     |
| Years 5-10          | \$ 10,000                 | \$ 120,000                     |
| Year 10-15          | \$ 12,000                 | \$ 144,000                     |
| Years 15-20         | \$ 15,000                 | \$ 180,000                     |

(b) **Additional Rent Based upon Real Estate Taxes.** As Additional Rent, Tenant will pay Landlord the annual real estate taxes and assessments assessed and levied against the Premises, on the first (1st) day of each month, in advance, in a sum equal to 1/12th of the annual real estate taxes and assessments due and payable for the then calendar year. If at a time a payment is required the amount of the real estate taxes and assessments for the then calendar year will not be known, Tenant will pay Landlord, as additional Rent, 1/12th of the real estate taxes and assessments for the preceding calendar year; and upon ascertaining the real estate taxes and assessments for the current calendar year, Tenant will pay Landlord any difference upon demand, or if Tenant will be entitled to a credit, Landlord will credit the excess against the next monthly installment(s) of Additional Rent falling due. Additional Rent based upon real estate taxes and assessments payable for the first and last years of the lease term will be adjusted and pro-rated, so that Landlord will be responsible for Landlord's prorated share for the period prior to and subsequent to the lease term, and Tenant will pay Landlord its prorated share for the lease term. All real estate taxes and assessments levied upon and/or assessed against the Premises (which includes real estate, buildings, and improvements thereon) and all costs associated with any appeal process to lower the tax valuation amount are deemed to be Additional Rent based upon real estate taxes.

(c) **Additional Rent Based upon the Landlord's Insurance.** (i) **Property Insurance.** As Additional Rent, upon demand, prior to and as and when insurance premiums will be due and payable, Tenant will pay Landlord, Landlord's Property Insurance (Special Form) insurance premium (which insurance may include, without limitation, rent insurance, building ordinance coverage, water damage, war and terrorism insurance, and such other coverages as Landlord will determine from time to time). This insurance will: (A) name only Landlord and Landlord's



mortgagee, if any, as the insured and provide that any loss will be payable to Landlord and Landlord's mortgagee, if any, as their respective interests may appear; (B) be in such an amount as may be determined by Landlord from time to time; (C) provide that no act of Tenant will impede the right of Landlord or Landlord's mortgagee, if any, to receive and collect the insurance proceeds; and (D) provide that the right of Landlord and Landlord's mortgagee, if any, will not be diminished because of any additional insurance on the Premises carried by Tenant for Tenant's own account. (ii) Liability Insurance. As Additional Rent, upon demand, as and when insurance premiums will be payable, Tenant will pay Landlord, Landlord's Commercial General Liability Insurance insurance premiums, which insurance will, without limitation, cover claims for bodily injury, death, and property damage, occurring in or about the Premises, including, without limitation, any sidewalks adjoining the Premises and Landlord's Excess or Umbrella Insurance Liability Insurance insurance premiums. This insurance will be in such an amount as the landlord may determine from time to time. (iii) Escrow. At the option of Landlord, which Landlord may exercise at any time and from time to time, Tenant will pay to Landlord, as Additional Rent, the foregoing insurance premiums by paying to Landlord, on the first (1st) day of each month, in advance, the sum equal to 1/12th of the annual insurance premiums for the foregoing insurance coverages for the then current policy year. If at a time a payment is required the amount of the insurance premiums for the foregoing insurance coverages for the then current policy year will not be known, then Tenant will pay to Landlord, as Additional Rent, 1/12th of the annual insurance premiums for the foregoing insurance coverages for the immediately preceding policy year; and upon ascertaining the amount for the current policy year, Tenant will pay to Landlord the difference upon demand, or if Tenant will be entitled to a credit, Landlord will credit the excess against the next monthly installment(s) of Additional Rent for insurance premiums falling due. Additional Rent for insurance premiums payable for the first and last years of the lease term will be adjusted and pro-rated so that Landlord will be responsible for Landlord's pro-rated share for the period prior to and subsequent to the Lease term, and Tenant will pay to Landlord its pro-rated share for the lease term.

(d) **Additional Rent Based upon Other Sums.** Tenant will pay Landlord, as Additional Rent, all other sums of money on Tenant's part to be paid pursuant to the terms, covenants and conditions of this Lease.

(e) **Additional Rent Based upon Reimbursement to Landlord.** If Tenant fails to comply with or to perform any of the terms, conditions, and covenants of this Lease, Landlord may (but with no obligation to do so) carry out and perform such terms, conditions, and covenants, at the expense of Tenant, which expense will be payable by Tenant, as Additional Rent, upon the demand of Landlord, together with interest at the prime rate per annum as set forth in the Wall Street Journal, plus two percent (2%) (the "Prime Rate"), which interest will accrue from the date of Landlord's demand.

(f) **Additional Rent Based upon Late Payment.** If Tenant defaults for more than five (5) days in the payment of any monthly installment of Fixed annual Rent, Additional Rent, or any of



the sums required of Tenant under the Lease, or if Tenant, within five (5) days after demand from Landlord, fails to reimburse Landlord for any expenses incurred by Landlord pursuant to the Lease, together with interest, then Tenant will pay Landlord, as Additional Rent, a late charge of five percent (5%) of the rent or expenses.

(g) **Additional Rent Based upon Landlord's Legal Expenses in Enforcing Lease.** As Additional Rent, Tenant will pay Landlord all reasonable attorneys' fees that may be incurred by Landlord in enforcing Tenant's obligations under this Lease; however, in the event Landlord commences a suit against Tenant to enforce Tenant's obligations under this Lease, and such suit is tried to conclusion and judgment is entered in favor of Tenant, then, in that event, Tenant will not be under any obligation to pay Landlord the attorneys' fees that Landlord may have incurred.

(h) **Additional Rent Based upon Taxes Based on Rent.** If, at any time during the term of this Lease, a tax or charge is imposed by the State of Georgia, Bibb County, Georgia, the City of Macon, Georgia, or such other or additional county or municipality in which the Premises is located, pursuant to any future law, which tax or charge will be based upon the rent due or paid by Tenant to Landlord and Tenant will pay Landlord, as Additional Rent, such tax or charge. The foregoing will not require payment by Tenant of any income taxes assessed against Landlord or of any capital levy, franchise, estate, succession, inheritance, or transfer tax due from Landlord.

(i) **Additional Rent Based upon Common Area Maintenance (CAM).** Tenant will pay to Landlord as Additional Rent, all costs to maintain and repair common areas, parking lots, sidewalks, driveways, and other areas used in common areas by the Tenant; all costs to supervise and administer said common areas, parking lots, sidewalks, driveways, and other areas used by Tenant; and any parking charges, utilities, surcharges, or any other costs levied, assessed, or imposed by, or interpretations thereof, promulgated by any governmental authority in connection with the used or occupancy of the Premises or the parking facilities serving the Premises.

(j) **Additional Rent - Summary and approximation.** In addition to the Fixed Annual Rent, Tenant's anticipated monthly Additional Rent is based upon Landlord's best estimate of such costs identified in Subparagraphs 4(b)-(i) during the first year of the Original Term. Landlord's estimate is based on the following:

|            |         |
|------------|---------|
| Taxes:     | \$ 7500 |
| Insurance: | \$ 5500 |
| CAM:       | \$1500  |

Tenant acknowledges that this is a good-faith estimate of costs and that such amounts may fluctuate during the term of this Lease.

(k) **No Setoff and Application.** (A) No Setoff. Tenant will pay Landlord all Fixed Annual Rent, Additional Rent, and other sums required of Tenant under the Lease, without abatement, deduction, or setoff, and irrespective of any claim Tenant may have against Landlord; and this covenant will be deemed independent of any other terms, conditions or covenants of this Lease.



(B) Application. No payment by Tenant or receipt by Landlord of an amount less than the full Fixed Annual Rent, Additional Rent, or other sums required of Tenant under the Lease, will be deemed anything other than a payment on account of the earliest Fixed Annual Rent, Additional Rent, or other sum due from Tenant under the Lease. No endorsements or statements on any check or any letter accompanying any check or payment of Fixed Annual Rent, Additional Rent, or other sum due from Tenant under the Lease, will be deemed an accord and satisfaction of Landlord. Landlord may accept any check for payment from Tenant without prejudice to Landlord's right to recover the balance of Fixed Annual Rent, Additional Rent, or other sum due from Tenant under the Lease, or to pursue any other right or remedy provided under this Lease or by Requirements.

(l) **Place of Payment of Rent.** The Fixed Annual Rent, Additional Rent, and other sums required of Tenant under this Lease, will be paid by Tenant to Landlord at the address set forth below or to such other place as Landlord may notify Tenant.

5. **Condition, Repair, Replacement, and Maintenance of the Premises.**

(a) **Landlord's Obligations.** (i) Structure. Landlord will, at Landlord's own expense, maintain the roof, foundation, and the structural soundness of the exterior walls of the Premises in good repair. Landlord will be responsible for all capital costs in connection with the HVAC systems as defined below so long as Tenant has complied with the obligations pursuant to Subparagraph 5(b)(iii) below, and provided Tenant pays to Landlord during the Term the amortized monthly cost (over the balance of the Term) for such capital costs incurred by Landlord for the HVAC systems. Notwithstanding the foregoing, Tenant will repair and pay for any damage caused by the negligence of Tenant, or a "Tenant Representative" (as defined below), or otherwise, caused by Tenant's default hereunder. The term "walls" will not include windows, glass or plate glass, doors, special store fronts, or office entries. Tenant will within a reasonable amount of time give Landlord written notice of a defect or need for repairs, after which Landlord will have reasonable opportunity to repair same or cure such defect. Landlord's failure to repair or cure such defect after a reasonable notice and right-to-cure period (but in no event less than thirty (30) days) will be a default hereunder by Landlord. Landlord's liability with respect to any defects, repairs, or maintenance for which Landlord is responsible under any of the provisions of this Lease will be limited to the cost of such repairs or maintenance or the curing of such defect. (ii) Warranty. Landlord warrants and represents that the heating and air-conditioning ("HVAC") systems and equipment within the Premises are in good working order as of the date hereof and will remain so for the initial six (6) months of the term of this Lease, normal wear and tear and negligence of Tenant and a Tenant Representative excepted. (iii) Tenant Representative. The term "Tenant Representative" will mean any shareholder, officer, director, member, partner, employee, agent, licensee, assignee, subtenant, or invitee of Tenant.

(b) **Tenant's Obligations.** (i) Repairs. Tenant will, at Tenant's own expense, keep and maintain all parts of the Premises (except those for which Landlord is expressly responsible



under the terms of this Lease) in good condition, promptly making all necessary repairs and replacements, including, but not limited to, windows, glass and plate glass, doors, any special office entry, interior walls and finish work, floors and floor covering, downspouts, gutters, heating and air-conditioning systems, dock boards, truck doors, dock bumpers, paving, plumbing work and fixtures, interior termite and pest extermination, and regular removal of trash and debris. (ii) No Damage to Walls. Tenant will not damage any wall or disturb the integrity and support provided by any wall and will, at its own expense, promptly repair and replace any damage or injury to any wall caused by Tenant or a Tenant Representative. (iii) Maintenance/Service Contract. Tenant will, at Tenant's own expense, enter into a maintenance/service contract with a maintenance contractor, which will provide for regularly scheduled servicing of the HVAC systems and equipment in the Premises. The maintenance contractor and the maintenance/service contracts will be subject to the approval of Landlord, which approval will not be unreasonably withheld. The maintenance/service contract will include, without limitation, all servicing suggested by the manufacturer, within the operations/maintenance manual pertaining to such system or equipment, and will be effective (and a copy delivered to Landlord) no later than thirty (30) days after the Commencement Date of this Lease. In the event Tenant has complied with the HVAC, maintenance and service contract and any costs to repair such HVAC system exceed \$2,500.00 in any 12-month period, Landlord will bear all costs in excess of \$ .

6. **Tenant Insurance** .

(a) **Space Insured**. Landlord will not be required to name Tenant as an additional insured on any policy maintained by Landlord with respect to the Premises.

(b) **Tenant's Insurance**. Tenant will, at Tenant's own cost and expense, throughout the term of this Lease, maintain, and keep in full force and effect, insurance coverage for all furniture, fixtures, machinery (including, without limitation, communication systems, and computer systems), goods, supplies, products, and other personality of Tenant or others (collectively "Tenant's Property"), at or about the Premises. In addition, Tenant will also, at Tenant's own cost and expense, throughout the term of the Lease, maintain, and keep in full force and effect, commercial general liability insurance which will include, without limitation, insurance for (i) contractual liability in connection with Tenant's indemnity of Landlord under this Lease, and (ii) liability, or claims of liability, for bodily injury, death, or property damage, arising out of, occasioned by, or resulting from any accident or other occurrence in or about the Premises, including, without limitation, any sidewalks, parking areas, driveways, or other common areas of the Premises. Such insurance shall contain coverage and/or endorsements for a property that sells gasoline and that sells alcoholic beverages. The insurance will provide for coverage of not less than \$1,000,000.00 for any single occurrence / \$2,000,000.00 general aggregate limit, will name Landlord as an additional insured, will have a deductible satisfactory to Landlord and will not have any self-insured retention or co-insurance provision. Landlord may request an increase in the limits of this insurance, if circumstances at the time reasonably warrant an increase. Tenant will deliver to Landlord, evidence of the insurance coverages to be maintained by Tenant pursuant to this Subparagraph 6(b), together with evidence of payment of premiums, on or



before the commencement date, and at least fifteen (15) days prior to the expiration or termination date of any policy. Upon request of Landlord, a copy of each policy will be delivered to Landlord. The policies will contain a provision that thirty (30) days' notice will be given to Landlord by the insurance carrier prior to any cancellation, modification or amendment to either policy.

(c) **Waiver of Subrogation.** Tenant releases Landlord from any liability arising out of a loss covered by any insurance. Tenant will, on or before the Commencement Date or any earlier entry into the Premises by Tenant, and on or before the renewal or replacement of the insurance policies referred to in Subparagraph 6(b) above, furnish Landlord with a certificate from each insurance carrier, in form satisfactory to Landlord, waiving their right of subrogation.

(a) **Hazardous and Toxic Materials.** (i) For purposes of this Lease, "Hazardous or Toxic Material(s)" means asbestos-containing materials and all other materials, substances, wastes, and chemicals classified as hazardous or toxic substances, materials, wastes, or chemicals under then-current applicable Laws or that are subject to any right-to-know Laws or requirements. (ii) Tenant will not knowingly incorporate into, or use or otherwise place or dispose of at the Premises, any Hazardous or Toxic Materials, except for use and storage of cleaning and office supplies used in the ordinary course of Tenant's business and then only if (A) such materials are in small quantities, properly labeled and contained, (B) such materials are handled and disposed of in accordance with the highest accepted industry standards for safety, storage, use, and disposal, (C) notice of and a copy of the current material safety data sheet is provided to Landlord for each such Hazardous or Toxic Material, and (D) such materials are used, transported, stored, handled, and disposed of in accordance with all applicable Laws. Landlord will have the right to periodically inspect, take samples for testing, and otherwise investigate the Premises for the presence of Hazardous or Toxic Materials. (iii) If Tenant or its employees, agents, or contractors ever violate the provisions of this Subparagraph 7(b)(iii) or otherwise contaminate the Premises, then Tenant will clean, remove, and dispose of the material causing the violation, in compliance with all applicable Laws and then prevalent industry practice and standards and will repair any damage to the Premises within such period of time as may be reasonable under the circumstances after written notice by Landlord (collectively, "Tenant's Environmental Corrective Work"). Tenant will notify Landlord of its method, time, and procedure for any clean-up or removal and Landlord will have the right to require reasonable changes in such method, time, or procedure or to require the same to be done after Business Hours. Tenant's obligations under this Subparagraph 7(b)(iii) will survive the termination of this Lease.



(b) **Survival.** This Paragraph 7 will survive the expiration or earlier termination of this Lease. Without limiting any other remedy available to Landlord under this Lease or by Requirements, Tenant's failure to abide by the terms of this Paragraph 7 will be restrainable or enforceable, as the case may be, by injunction.

7. **Alterations, Additions, and Improvements.** No alterations, additions, or improvements will be made by Tenant to the Premises, nor to any air-conditioning system, heating system, plumbing system, electrical system, nor will antennas or fixtures be installed in or on the building or improvements to the Premises, without the prior written consent of Landlord, which consent will not be unreasonably withheld conditioned or delayed. All alterations, additions, or improvements and systems installed in or attached to the Premises by Tenant will, at the option of Landlord, upon the expiration or earlier termination of the Lease, belong to and become the property of Landlord without any payment from Landlord and if such option is exercised, will be surrendered by Tenant in good order and condition as part of the Premises upon the expiration or sooner termination of the Lease term. At Landlord's written request, Tenant will restore the Premises to the condition it was in at the time the Premises was delivered to Tenant, such restoration to be completed on or before the expiration or earlier termination of the Lease term, at Tenant's own expense. Tenant will not use or penetrate the roof of the building on the Premises for any purpose whatsoever without the prior written consent of Landlord, which consent may be granted or withheld by Landlord, in Landlord's sole and absolute discretion. All alterations, additions, or improvements consented to by Landlord will be performed by Tenant in a good and workmanlike manner, in compliance with all Requirements.

8. **Fire and Other Casualty Affecting the Premises.**

(a) **Notice of Casualty by Tenant.** If the improvements situated upon the Premises are damaged or destroyed by any peril, including, but not limited to, water, fire, wind storm, hail, or other casualty (each such occurrence, a "Casualty"), at any time, whether covered by insurance to be provided by Tenant under this Lease, or not, Tenant will give prompt notice to Landlord and this Lease will continue in full force and effect.

(b) **Restoration by Tenant.** If at any time any Casualty occurs, Tenant will proceed in good faith and with due diligence to restore, replace, rebuild, and repair the improvements damaged or destroyed by such Casualty to substantially the same condition such improvements were in immediately prior to such damage or destruction, and Tenant's obligations to pay the Fixed Annual Rent, Additional Rent, and other sums required of Tenant under the Lease will not be abated or reduced, nor will Tenant be entitled to surrender possession of the Premises for that reason. The net insurance proceeds, if any, collected by Landlord from any insurance policy, and not otherwise payable to a mortgagee of Landlord, after deducting all costs of collection (including, but not limited to, the fees of any adjuster employed by Landlord with respect to the collection of any insurance proceeds), (the "Restoration Fund"), will be available to be used by Tenant for the restoration of the Premises. The Restoration Fund will be held by Landlord, and



provided Tenant complies with the provisions of this Paragraph, the Restoration Fund will be made available to Tenant, from time to time, in the manner and to the extent provided in this Lease, to pay for the costs of the restoration of the Premises; however, Landlord, before paying such monies over to Tenant, will be entitled to reimburse itself from the Restoration Fund to the extent, if any, of the expenses paid or incurred by Landlord in the administration of the Restoration Fund and oversight of the restoration, including, without limitation, fees for consultants, counsel, architects, and engineers. Any funds left after the completion of and payment for all restoration of the Premises will be retained by Landlord.

(i) **Requisitions for Payment.** The Restoration Fund will be paid to Tenant, from time to time, in installments as the restoration work progresses, upon requisitions to be submitted by Tenant to Landlord showing the cost of labor and materials incorporated in the restoration, or incorporated since the last previous requisition. If any vendor's, mechanic's, laborer's, or materialman's lien is filed against the Premises, Tenant will not be entitled to receive any further installment until such lien is satisfied or otherwise discharged.

(ii) **Amount of Payment.** The amount of any installment to be paid to Tenant will be such proportion of the total Restoration Fund received as the cost of labor and materials theretofore incorporated by Tenant in the restoration bears to the total estimated cost of the restoration by Tenant, less (A) all payments theretofore made to Tenant out of the Restoration Fund, and (B) ten percent (10%) of the amount so determined.

(iii) **Deficiency and Completion.** In the event the Restoration Fund is insufficient for the purpose of paying for the restoration, or to the extent any mortgagee will not permit the insurance proceeds to be used for restoration, Tenant will nevertheless be required to make the restoration and pay any additional sums required for the restoration. The restoration will be deemed complete when the restoration has been completed substantially in accordance with the plans and specifications therefore, as determined by a joint inspection by Landlord and Tenant, and a certificate of occupancy has been issued, allowing the improvements to be used and operated for their intended purpose.

(iv) **Conditions to Payment.** In addition to the foregoing, in no event will any Restoration Fund be paid until there has been submitted to Landlord: (A) **Architect or Contractor Certificate.** A certificate of Tenant's architect or Tenant's contractor stating that the sum then requested to be withdrawn either has been paid by Tenant or is justly due to contractors, subcontractors, materialmen, engineers, or architects who have rendered or furnished certain services and materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories and the several amounts so paid or due to each person, and stating in reasonable detail the progress of the work up to the date of the certificate; the sum then requested does not exceed the value of the services and materials described in the certificate; and the balance of the Restoration Funds held by Landlord will be sufficient upon completion of the restoration to pay for the same in full, and stating in reasonable detail the estimate of the cost of such completion; (B) **Title.** There will be furnished to Landlord an official search, or a certificate of title insurance company reasonably satisfactory to Landlord, or other



evidence reasonably satisfactory to Landlord, showing that there has not been filed any vendor's, mechanic's, laborer's, or materialman's statutory or other similar lien affecting the Premises, which has not been discharged of record, except as will be discharged upon payment of the amount then requested to be withdrawn; (C) **No Event of Default**. At the time of making such payment, there will not have been an Event of Default, or an event that with the passage of time or the giving of notice, or both, will constitute an Event of Default; (D) **Final Payment**. With respect only to the final payment, at the time of making such payment, Tenant will have substantially completed the restoration as evidenced by a certificate of occupancy or completion, issued by the appropriate Governmental Authority.

(c) **Failure by Tenant to Commence Restoration**. If Tenant fails to commence the necessary repairs, replacements or reconstruction required for the restoration of the Premises within forty-five (45) days after receipt by Landlord or Tenant, as the case may be, of the Restoration Funds, or any part of them, or if Tenant will have commenced restoration, but will fail to continue restoration with reasonable diligence, then unless such delay will have been due to causes beyond the reasonable control of Tenant, Landlord will have the right, at Landlord's option, following thirty (30) days prior notice to Tenant, to deem such an event as an Event of Default, and in addition to all other rights provided to Landlord under this Lease and by Requirements, Tenant will promptly pay over to Landlord all Restoration Funds held by Tenant.

(d) **Right to Terminate**. If all or a substantial part of the improvements are rendered unusable in the last year of the term, or if during that year period Restoration of the improvements substantially to their prior use and character is prohibited by Requirements, then Tenant may elect to terminate this Lease, by a notice to Landlord given not later than sixty (60) days following such casualty, and Tenant will assign to Landlord the entire amount of insurance proceeds payable by reason of such casualty with respect to the improvements on the Premises. If Tenant makes such election, Tenant will assign such insurance proceeds to Landlord, and the term will expire on the sixtieth (60th) day after notice of such election and Tenant will vacate the Premises and surrender the same to Landlord.

9. **Assignment and Subletting**.

(a) **Landlord's Consent Required**. Tenant will not voluntarily or by operation of law assign, sublet, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed. Any attempted assignment, subletting, mortgage, transfer, or encumbrance without such consent will be void as against Landlord, and will constitute an Event of Default by Tenant under this Lease. Any sale of ownership rights in Tenant will be deemed an assignment requiring Landlord's consent.

(b) **No Release of Tenant**. Regardless of Landlord's consent or the need under Subparagraph 10(a) to obtain Landlord's consent, no assignment or subletting will release Tenant from this Lease. Acceptance of Fixed Annual Rent and Additional Rent from any other person will not be deemed a waiver by Landlord of any provision of this Lease. Consent to one



assignment or subletting will not be deemed a consent to any subsequent assignment or subletting. In the event of a consent by Landlord to an assignment or subletting, Tenant will deliver to Landlord a duplicate original of the assignment by Tenant and assumption by Tenant's assignee of Tenant's obligations under this Lease, or a duplicate original of the sublease, as the case may be.

(c) **Participation by Landlord.** In the event of any assignment or sublease involving rent in excess of the Fixed Annual Rent or Additional Rent required under this Lease ("Excess Rent"), Landlord will participate in the Excess Rent. Tenant will promptly pay to Landlord, as additional rent, fifty percent (50%) of all such Excess Rent collected from the assignee or subtenant, and will supply Landlord with a true copy of each assignment or sublease, and in the case of the former, an originally executed assumption by the assignee of all of Tenant's obligations under this Lease.

10. **Landlord's Right to Inspect and Repair.** Landlord or Landlord's agents, employees, or representatives, will have the right to enter into and upon all or any part of the Premises during the Lease term at all reasonable hours, for the purpose of: (a) examination; (b) determination whether Tenant is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions, or improvements to the Premises, as may be necessary by reason of Tenant's failure to make same after notice to Tenant to do so, except in an emergency. This paragraph will not be deemed nor construed to create an obligation on the part of Landlord to make any inspection of the Premises or to make any repairs, alterations, additions, or improvements to the Premises for its safety or preservation.

11. **Landlord's Right to Exhibit Premises.** Landlord or Landlord's agents, employees or representatives will have the right to show the Premises during the Lease term to persons wishing to purchase or grant fee mortgages on the Premises. Landlord or Landlord's agents, employees, or other representatives will have the right within the last six (6) months of the Lease term to place notices on any parts of the Premises, offering the Premises for lease and at any time during the Lease term, offering the Premises for sale, and Tenant will permit the signs to remain without hindrance or molestation.

12. **Signs.** Tenant will not cause any signs to be placed at the Premises, except of a design and structure and at such places as Landlord will consent to in writing prior to the installation. If Landlord or Landlord's agents, employees, or other representatives wish to remove any such signs in order to make any repairs, alterations, additions, or improvements to the Premises, such signs may be removed, but will be replaced, at Tenant's expense, when the repairs, additions, alterations, or improvements will be completed; however, such provision will not create an obligation on the part of Landlord to make any repairs, alterations, additions, or improvements to the Premises. All signs of Tenant at the Premises will conform with all municipal ordinances or other laws and regulations applicable to such signs.

13. **Landlord Not Liable.** Landlord will not be liable for any damage or injury to any person or any property as a consequence of the failure, breakage, leakage or obstruction of water, well,



plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air-conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Landlord, or

Landlord's agents, employees, invitees or representatives, assignees or successors, or attributable to any interference with, interruption of or failure beyond the control of Landlord.

14. **Force Majeure**. Whenever a period of time is prescribed for the taking of any action by Landlord, Landlord will not be liable or responsible for, and there will be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire, or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations, or restrictions, or any other cause whatsoever beyond the control of Landlord (any of the foregoing being referred to an "Unavoidable Delay"). Landlord will use reasonable efforts to notify Tenant not later than ten (10) business days after Landlord knows of the occurrence of an Unavoidable Delay; however, Landlord's failure to notify Tenant of the occurrence of an event constituting an Unavoidable Delay will not alter, detract from, or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to Landlord under this Lease.

15. **Indemnification and Waiver of Liability**. Neither Landlord nor Landlord's Indemnitees will be liable for, and Tenant will indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, crimes, suits, costs (including costs of suit, attorneys' fees and costs of investigation), and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; or (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; regardless of whether such liability, claim, crime, suit, cost, injury, death, or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding will be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death, or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, will defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or Landlord Indemnitee. The provisions of this Paragraph will apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this Paragraph will not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee will be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft, or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct, or gross negligence of Landlord or any Landlord Indemnitee. In no event will Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant



Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore will rest with Tenant. All personal property upon the Premises will be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnatee will be liable for any

damage or theft, whether or not due in whole or in part to the negligence, willful misconduct, or gross negligence of Landlord or any Landlord Indemnatee. To the extent not otherwise stated herein, in no event will Landlord or any Landlord Indemnatee be held liable or responsible for any criminal act of Tenant or any Tenant Representative.

16. **Subordination; Attornment.**

(a) **Subordination.** This Lease will be subject and subordinate to any Landlord mortgage, deed of trust, trust indenture, assignment of leases or rents or both, or other instrument evidencing a security interest, which may now or hereafter affect any portion of the Premises, or be created as security for the repayment of any loan or any advance made pursuant to such an instrument or in connection with any sale-leaseback or other form of financing transaction and all renewals, extensions, supplements, consolidations, and other amendments, modifications, and replacements of any of the foregoing instruments ("Mortgage"), and to any ground lease or underlying lease of the Premises or any portion of the Premises whether presently or hereafter existing and all renewals, extensions, supplements, amendments, modifications, and replacements of any of such leases ("Superior Lease"). Tenant will, at the request of any successor-in-interest to Landlord claiming by, through, or under any Mortgage or Superior Lease, attorn to such person or entity as described below. The foregoing provisions of this subparagraph (a) will be self-operative and no further instrument of subordination will be required to make the interest of any Landlord under a Superior Lease (a "Superior Landlord") or any mortgagee, trustee, or other holder of or beneficiary under a Mortgage (a "Mortgagee") superior to the interest of Tenant hereunder; however, Tenant will execute and deliver promptly any certificate or instrument, in recordable form, that Landlord, any Superior Landlord or Mortgagee may request in confirmation of such subordination.

(b) **Rights of Superior Landlord or Mortgagee.** Any Superior Landlord or Mortgagee may elect that this Lease will have priority over the Superior Lease or Mortgage that it holds and, upon notification to Tenant by such Superior Landlord or Mortgagee, this Lease will be deemed to have priority over such Superior Lease or Mortgage, whether this Lease is dated prior to or subsequent to the date of such Superior Lease or Mortgage. If, in connection with the financing of the Premises or with respect to any Superior Lease, any Mortgagee or Superior Landlord will request reasonable modifications of this Lease that do not increase the monetary obligations of Tenant under this Lease, materially increase Tenant's other obligations, or materially and adversely affect the rights of Tenant under this Lease, then Tenant will make such modifications.

(c) **Attornment.** If, at any time prior to the expiration of the term of this Lease, any Superior Lease will terminate or be terminated by reason of a default by Landlord as tenant thereunder or any Mortgagee comes into possession of the Premises or the estate created by any Superior Lease by receiver or otherwise, Tenant will, at the election and upon the demand of any owner of



the Premises, or of the Superior Landlord, or of any Mortgagee-in-possession of the Premises, attorn, from time to time, to any such owner, Superior Landlord or Mortgagee, or any person or entity acquiring the interest of Landlord as a result of any such termination, or as a result of a

foreclosure of the Mortgage or the granting of a deed in lieu of foreclosure, upon the then-executory terms and conditions of this Lease, for the remainder of the term. In addition, in no event will any such owner, Superior Landlord, or Mortgagee, or any person or entity acquiring the interest of Landlord be bound by (i) any payment of rent or additional rent for more than one (1) month in advance, or (ii) any security deposit or the like not actually received by such successor, or (iii) any amendment or modification in this Lease made without the consent of the applicable Superior Landlord or Mortgagee, or (iv) any construction obligation, free rent, or other concession or monetary allowance, or (v) any set-off, counterclaim, or the like otherwise available against any prior landlord (including Landlord), or (vi) any act or omission of any prior landlord (including Landlord).

(d) **Rights Accruing Automatically.** The provisions of this Paragraph 17 will inure to the benefit of any such successor-in-interest to Landlord, will apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of any such Superior Lease, and will be self-operative upon any such demand, and no further instrument will be required to give effect to such provisions. Tenant, however, upon demand of any such successor-in-interest to Landlord, will execute, from time to time, instruments in confirmation of the foregoing provisions of this Paragraph, reasonably satisfactory to any such successor-in-interest to Landlord, acknowledging such attornment and setting forth the terms and conditions of its tenancy.

(e) **Limitation on Rights of Tenant.** As long as any Superior Lease or Mortgage will exist, Tenant will not seek to terminate this Lease by reason of any act or omission of Landlord until Tenant will have given written notice of such act or omission to all Superior Landlords and Mortgagees at such addresses as will have been furnished to Tenant by such Superior Landlords and Mortgagees and, if any such Superior Landlord or Mortgagee, as the case may be, will have notified Tenant within ten (10) business days following receipt of such notice of its intention to remedy such act or omission, until a reasonable period of time will have elapsed following the giving of such notice (but not to exceed sixty (60) days), during which period such Superior Landlords and Mortgagees will have the right, but not the obligation, to remedy such act or omission. The foregoing will not, however, be deemed to impose upon Landlord any obligations not otherwise expressly set forth in this Lease.

## 17. **Condemnation.**

(a) **Permanent Condemnation.** (i) Lease Termination. If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease will terminate as to the part taken as of the first date the condemning authority takes either title or possession. If more than twenty-five percent (25%) of the leasable area of the Premises is taken or the balance of the Premises is unfit for Tenant's use, Tenant has the option to terminate this Lease as of the date the condemning authority takes



possession. The option will be exercised in writing as follows: (A) Notice of Taking. Within thirty (30) days after Landlord or the condemning authority has given Tenant written notice of the taking; or (B) Possession. Absent notice, within ten (10) days after the condemning authority

has taken possession. If Tenant does not terminate, this Lease will remain in full force and effect as to the portion of the Premises remaining. The Fixed Annual Rent and Additional Rent will be reduced in the same proportion as the area of the Premises taken bears to the entire area leased hereunder. (ii) Award. Any award for Condemnation is Landlord's, whether the award is made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages. If this Lease is not terminated, Landlord will diligently repair any damage to the Premises caused by such Condemnation, subject to delays due to Force Majeure, as provided in Paragraph 15.

(b) **Temporary Condemnation**. Upon condemnation of all or any portion of the Premises for temporary use, this Lease will continue without change or abatement in Tenant's obligations, as between Landlord and Tenant. Tenant is entitled to the award made for the use. If the Condemnation extends beyond the term of the Lease, the award will be prorated between Landlord and Tenant as of the expiration date of the term. Tenant is responsible, at its sole cost and expense, for performing any restoration work required to place the Premises in the condition it was in prior to Condemnation, unless the release of the Premises occurs after termination. In such case, Tenant will assign to Landlord any claim it may have against the condemning authority for the cost of restoration, and if Tenant has received restoration funds, it will give the funds to Landlord within ten (10) days after demand.

18. **Landlord's Right to Reenter**. If Tenant defaults in any of the terms, conditions, or covenants of this Lease, then it will be lawful for Landlord to reenter the Premises and to again possess and enjoy the Premises.

19. **Default by Tenant and Landlord's Remedies**.

(a) **Event of Default**. If any one or more of the following events will occur and be continuing beyond the period set forth in any default notice provided to be given, an Event or Events of Default will have occurred under this Lease: (i) **Non-payment**. If Tenant fails to pay any installment of Fixed Annual Rent, Additional Rent, or other sums due from Tenant to Landlord under this Lease within five (5) days after delivery of notice from Landlord to Tenant that the same is past due and payable, however, Landlord will not be required to give notice more than two (2) times in any twelve (12) month period; (ii) **Non-performance**. If Tenant fails to comply with any of the other terms, covenants, conditions, or obligations of this Lease and such failure in compliance will continue for thirty (30) days after the giving of notice by Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, Tenant will not, in good faith have commenced within the thirty (30) day period to remedy such failure and continued diligently and continuously to prosecute the same to completion; (iii) **Obligations**. Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under the Lease; (iv) **Bankruptcy**. Tenant



voluntarily or involuntarily files for protection under the United States Bankruptcy Code or other federal or state debt relief proceeding (including any public or private debt-relief agency); (v) **Receivership**. A receiver is appointed for and/or over Tenant or Tenant's property; (vi) **Assignment**. The Tenant makes an assignment for the benefit of a creditor under federal or state law; (vii) **Levy**. Tenant's property is levied upon or attached under legal process against Tenant which is not resolved to the satisfaction of the Landlord; or (viii) **Abandonment**. If Tenant abandons or vacates the Premises.

(b) **Right to Terminate Lease and Reenter**. If there will occur an Event of Default, then Landlord may, in addition to any other remedy available to Landlord under this Lease or available under Requirements, at Landlord's option, on ten (10) days' notice to Tenant, declare this Lease terminated at the expiration of such ten (10) day period and Tenant quits and surrenders possession of the Premises, but Tenant will remain liable to Landlord according to this Lease, and upon Tenant's failure to surrender of possession, Landlord may reenter the Premises without filing a "proceeding" against tenant holding over; and take possession of the premises without being deemed to have committed a trespass. Landlord reserves the right to terminate lease at anytime for any reason with 10 days notice to Tenant

(c) **Landlord's Right to Restore and Re-let, and Tenant's Liability for Expenses**. In the event that Landlord obtains possession by reentry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord will have the right, without the obligation, to make renovations, alterations, and repairs to the Premises required to restore them to the condition the same should be during the term of the Lease, and to re-let the Premises or any part of them for a term or terms that may be less or more than the full term of the Lease had Landlord not reentered and repossessed or terminated the Lease, and Landlord may grant reasonable concessions in the re-renting to a new tenant, without affecting the liability of Tenant under the Lease. Landlord will in no way be responsible for any failure to re-let all or any part of the Premises nor for any failure to collect any rent due after any re-letting, and in no event will Tenant be entitled to any surplus rents collected. Any of the foregoing action taken or not taken by Landlord will be without waiving any rights that Landlord may otherwise have under Requirements or pursuant to the terms of this Lease. Tenant will pay Landlord all legal and other expenses incurred by Landlord in terminating this Lease by reason of an Event of Default, in obtaining possession of the Premises, in making all alterations, renovations, and repairs and in paying the usual and ordinary commissions for re-letting the same, together with interest at the Prime Rate, which interest will accrue from the date of Landlord's demand.

(d) **Liability of Tenant after Reentry and Possession or Termination**. (i) Survival of Obligations. If any Event of Default occurs (whether or not this Lease will be terminated as a result of an Event of Default), Tenant will remain liable to Landlord for all Fixed Annual Rent and Additional Rent (including, but not limited to, the expenses to be paid by Tenant pursuant to the provisions of this Lease) then due and which would have otherwise become due through the remaining term of the Lease, plus interest; less the net amount of rent, if any, that may be collected and received by Landlord from the Premises, for and during the remainder of the term of this Lease. In other words, Tenant will be liable for all past due Fixed Annual Rent,



Additional Rent, and such other costs, plus interest, through the Expiration Date of the Lease Term. In addition, Landlord may, from time to time, without terminating this Lease, as agent for Tenant, re-let the Premises or any part of them for such term or terms, at such rental or rentals, and upon such other terms and conditions as Landlord may deem advisable, in accordance with

the provisions of Subparagraph 20(c) above. The failure or refusal of Landlord to re-let the Premises or any part of them will not release Tenant or affect Tenant's liability for damages. Landlord will have the right, without the obligation, following re-entry and possession or termination, to apply any rentals received by Landlord in the following order: (i) to the payment of indebtedness or costs (including interest, attorneys' fees and costs) other than rent or damages;

(ii) to the payment of any cost of re-letting, including, without limitation, brokerage fees pro rated over the life of the term of the re-letting and applicable to the remainder of the Lease term;

(iii) to the payment of any cost of altering or repairing the Premises; (iv) to the payment of Fixed Annual Rent and Additional Rent, or damages, as the case may be, due and unpaid hereunder; and (v) the residue, if any, will be held by Landlord and applied for the payment of future Fixed Annual Rent and Additional Rent, or damages, as the case may be, as the same may become due and payable hereunder. Landlord may sue periodically for and collect the amount that may be due pursuant to the provisions of this Paragraph, and Tenant expressly agrees that any such suit will not bar or in any way prejudice the rights of Landlord to enforce the collection or the amount due at the end of any subsequent period by a like or similar proceeding. The words "re- entry" and "re-enter," will not be construed as limited to their strict legal meaning.

(ii) Rights on Termination. Should Landlord terminate this Lease by reason of an Event of Default, then Landlord will thereupon have the right, without the obligation, as an alternative to suing Tenant periodically pursuant to the provisions of Subparagraph 20(d)(i) above, to recover from Tenant the difference, if any, at the time of such termination, between the amount of Fixed Annual Rent and Additional Rent reserved for the remainder of the term over the then reasonable rental value of the Premises for the same period both discounted to present value at the rate than being given prime loans minus one point as set forth in the Wall Street Journal. Landlord will not, by any re- entry or other act, be deemed to have terminated this Lease, unless Landlord will notify Tenant in writing that Landlord has elected to terminate the same. (iii) Remedies Cumulative. The remedies of Landlord will be cumulative as to each other and as to all such allowed by Requirements. Notwithstanding the above, Landlord shall not be considered to be under any duty by reason of this Paragraph or any other Paragraph under this Lease to take any action to mitigate damages by reason of an event of Tenant's default.

20. **Tenant's Trade Fixtures and Removal.** Any trade equipment, trade fixtures, goods, or other property of Tenant will be removed by Tenant on or before the expiration of the Lease term or sooner termination of the Lease term. Any trade equipment, trade fixtures, goods, or other property of Tenant not removed by Tenant on the expiration of the Lease term or sooner termination of the Lease term, or upon any deserting, vacating or abandonment of the Premises by Tenant, or upon Tenant's eviction, will, at Landlord's discretion, be considered as abandoned and Landlord will have the right (without any obligation to do so), without notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord will not be



accountable to Tenant for any proceeds of the sale, or for any damage or loss to Tenant's property.

21. **Estoppel Certificate.** Within ten (10) days of request from Landlord, Tenant will execute, acknowledge and deliver to Landlord, a written instrument certifying (i) that this Lease has not been modified and is in full force and effect, or if there has been a modification, that the Lease is in full force and effect as modified, stating the modification; (ii) specifying the dates to which rent and other sums due from Tenant under this Lease have been paid; (iii) stating whether or not to the knowledge of Tenant, Landlord is in default, and, if so, the reasons for the default; and (iv) stating the commencement date of the Lease term.

22. **Limitations on Landlord's Liability.** Notwithstanding any provision of this Lease to the contrary, Tenant agrees that it will look only to the Premises (which includes all of Landlord's equity or interest in the Premises, including proceeds of sale, insurance, and condemnation) in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive, or order) of any kind against Landlord; and Tenant will not look to the property or assets of any of the any officers, directors, shareholders, members (or principal or partner or other constituent person or entity of any non-corporate Landlord), employees, agents, or legal representatives of Landlord in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord, and in no event will any deficiency judgment be sought or obtained against Landlord. No person who is an officer, director, shareholder, member (or principal or partner or other constituent person or entity of any non-corporate Landlord), employee, agent, or legal representative of Landlord will be personally liable for any obligations or liabilities of Landlord under this Lease.

23. **Services and Utilities.** Tenant will, at Tenant's own expense, obtain all utility services supplying the Premises, including, but not limited to, electricity, water, sewer, standby water for sprinkler, gas, telephone, and all other utilities and other communication services, in its own name, effective as of the commencement of the Lease, and will pay the cost directly to the applicable utility, including any fine, penalty, interest, or cost that may be added thereto for non-payment.

24. **Security Deposit.** Upon execution and delivery of this Lease, Tenant will deposit the sum of Five thousand Dollars (\$5,000) with Landlord, as security for the full and faithful performance by Tenant of all of the terms, conditions, and covenants of this Lease on Tenant's part to be performed, which sum will be returned to Tenant following the expiration of the Lease term, provided there will not then be an Event of Default or an event that with the giving of notice or

the lapse of time, or both, will constitute an Event of Default. Landlord will have the right (but not the obligation), to apply any part of the deposit to cure an Event of Default of Tenant, and if Landlord does so, Tenant will, upon demand, deposit with Landlord the amount applied, so that Landlord will have the full deposit on hand at all times. If Landlord sells the Premises, Landlord will have the right to transfer the security to the new landlord, and upon so doing Landlord will

be released by Tenant from all liability for the return of the security and Tenant will look solely to the new landlord for the return of the security, and this will apply to every transfer made of the security to a new landlord. The security deposited by Tenant under this Lease will not be mortgaged, assigned or encumbered by Tenant.

25. **Qualification in Georgia.** Tenant represents and warrants to Landlord that it has qualified with the Secretary of State of the State of Georgia to do business in the State of Georgia, and that it has obtained all of the necessary certificates, approvals, authorizations, or otherwise to allow it to operate its business identified above.

26. **Notices.** All notices, consents, demands, communications, or approvals required or permitted by this Lease will be in writing and will be delivered personally or delivered by certified or registered mail, return receipt requested, addressed as follows:

**If to Landlord:**

Zebulon Thomaston LWD Development LLC  
8062 Eisenhower Parkway Lizella GA 31052

**If to Tenant:**

Thomaston 2022 LLC  
6369 Thomaston Rd Suite 100  
Macon GA 31220



Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices will be sent. Notice will be deemed given when delivered, if delivered personally or the next business day if sent by reputable overnight delivery service that provides proof of delivery, or three (3) days after mailing if sent by certified or registered mail, return receipt requested.

27. **Broker.** Each Party represents and warrants to the other no real estate broker was instrumental in effecting this Lease. Tenant will indemnify and defend Landlord from the claim of any broker, that such broker was authorized on behalf of Tenant to make an offer to Landlord with respect to this transaction.

28. **Tenant's Right to Quiet Enjoyment.** Upon paying the rents and other sums required of Tenant under the Lease and faithfully and fully performing the terms, conditions, and covenants of the Lease on Tenant's part to be performed, Tenant will peaceably and quietly have, hold and enjoy the Premises for the Lease term.

29. **Miscellaneous.**

(a) **Validity of Lease.** The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it will not affect the validity of any other provision of this Lease.

(b) **Non-waiver by Landlord.** The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option, or election, or the acceptance by Landlord of the Fixed Annual Rent or Additional Rent from Tenant after any default by Tenant, in any one or more instances, will not act as a waiver or a relinquishment at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options, or elections, and they will continue in full force and effect.

(c) **Entire Agreement.** This Lease contains the entire agreement between the Parties. No representative, agent, or employee of Landlord has been authorized to make any representations, warranties, or promises with respect to the letting, or to vary, alter, or modify the provisions of this Lease. No additions, changes, modifications, renewals, or extensions of this Lease will be binding unless reduced to writing and signed by both parties.



(d) **Effective Law.** This Lease will be governed by, construed, and enforced in accordance with the laws of the State of Georgia without giving effect to its principles of conflicts of law. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other, or with respect to any issue or defense, on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, including summary proceedings and possession actions, and any emergency statutory or other statutory remedy.

(e) **Captions.** The captions of the paragraphs in this Lease are for reference purposes only and will not in any way affect the meaning or interpretation of this Lease.

(f) **Obligations Joint and Several.** If there is more than one party tenant, their obligations under this Lease are joint and several. If Tenant is a partnership, the obligations of Tenant under this Lease are joint and several obligations of each of the partners and of the partnership.

(g) **Counterparts.** This Lease may be executed in one or more counterparts, each of which will be an original, and all of which constitutes one and the same Lease.

(h) **Landlord's Performance of Tenant's Obligations.** The performance by Landlord of any obligation required of Tenant under this Lease will not be construed to modify this Lease, nor will it create any obligation on the part of Landlord with respect to any performance required of Tenant under this Lease, whether Landlord's performance was undertaken with the knowledge that Tenant was obligated to perform, or whether Landlord's performance was undertaken as a result of mistake or inadvertence.

(i) **Remedies and Rights Not Exclusive.** No right or remedy conferred upon Landlord will be considered exclusive of any other right or remedy, but will be in addition to every other right or remedy available to Landlord under this Lease or by law. Any right or remedy of Landlord may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option, or election to Landlord under this Lease will not impose any obligation on Landlord to exercise the right, remedy, option, or election.

(j) **Signature and Delivery by Landlord.** This Lease is of no force and effect unless it is signed by Landlord and Tenant, and a signed copy of this Lease delivered by Landlord to Tenant. The mailing, delivery or negotiation of this Lease by Landlord or Tenant or any agent or attorney of Landlord or Tenant prior to the execution and delivery of this Lease as set forth in this subparagraph will not be deemed an offer by Landlord or Tenant to enter into this Lease, whether on the terms contained in this Lease or on any other terms. Until the execution and delivery of this Lease as set forth in this subparagraph, Landlord or Tenant may terminate all negotiations and discussions of the subject matter of this Lease, without cause and for any reason, without recourse or liability.



(k) **Inspection, Length of Time of Tenant's Default.** Nothing in this Lease requires Landlord at any time to inspect the Premises to determine whether Tenant is in default of Tenant's obligations under this Lease. Any default by Tenant of the provisions of this Lease for any length of time, and whether Landlord has direct or indirect knowledge or notice of the default, is not a waiver of Tenant's default by Landlord, and Landlord has the right to declare Tenant in default, notwithstanding the length of time the default exists.

(l) **No Offer.** The submission of the Lease to Tenant will not be deemed an offer by Landlord to rent the Premises to Tenant, such an offer only being made by the delivery to Tenant of a Lease signed by Landlord.

(m) **Surrender.** Neither the acceptance of keys to the Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord will be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Premises.

(n) **Drafting Ambiguities; Interpretation.** In interpreting any provision of this Lease, no weight will be given to nor will any construction or interpretation be influenced by the fact that counsel for one of the parties drafted this Lease, each party recognizing that it and its counsel have had an opportunity to review this Lease and have contributed to the final form of this Lease.

(o) **References.** In all references to any persons, entities, or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

(p) **Binding Effect.** This Lease is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and permitted assigns.

(q) **Landlord Defined.** The term "Landlord" in this Lease means and includes only the owner at the time in question of the Premises and, in the event of the sale or transfer of the Premises, Landlord will be released and discharged from the provisions of this Lease accruing after the sale or transfer, but such provisions will be binding upon each new owner of the Premises while such party is an owner.

(r) **Time of the Essence.** Time is of the essence of this Lease.

(s) **No Recordation.** Neither this Lease, nor any memorandum, affidavit, or other writing with respect to this Lease, will be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and recording in violation of this provision will make this Lease voidable at Landlord's election.



(t) **Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period

prior to the termination thereof or subsequent to termination thereof if Tenant abandons the Premises.

(u) **Mortgagee's Rights.** Tenant's rights shall be subject to any bone fide mortgage or deed to secure debt that is now, or may hereinafter be place upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination.

(v) **No Estate in Land.** This Lease shall create the relationship of a Landlord/Tenant between the Parties hereto; no estate shall pass from Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant, except by Landlord's consent. Tenant also waives all homestead rights and exemptions that he/she/it may have under any law as against any obligation owing under the Lease.

(w) **Holding Over.** If Tenant remains in possession of the Premises after expiration of the the term hereof, with Landlord's acquiescence and without any express agreement of the Parties, Tenant shall be be 'at will' at the rental rate which is in effect at the end of the Lease; and there shall be no renewal of this Lease under law. If Tenant remains in possession of the Premises after expiration of the term hereof without the Landlord's acquiescence, then, Tenant shall be 'at sufferance', and commencing on the day following the date of such expiration, the monthly rent payable under this form of agreement shall, for each month or part thereof during which Tenant so remains in possession be 115% of the monthly rental was was in effect at the end of the Lease.

(x) **Attorneys' Fees.** If any rent or other sum owing or otherwise payable under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorneys' fees.

(y) **Returned Checks.** Tenant shall be charges the sum of Twenty Five Dollars (\$25.00) for any check returned to Landlord by Tenant's bank for non-payment of funds or any other reason whatsoever. Landlord may thereafter, at its sole option, insist upon payment of any sums due hereunder (including without limitation the Base Rent) by cashier's check, money order, or certified funds only.

(z) **Extra Services.** If, at the request of Tenant, Landlord chooses, in its sole discretion, to provide Tenant with services in excess of those specified, such extra services shall be furnished to Tenant, at Tenant's cost and expense, at such reasonable charges as may be determined by Landlord, but in no event at a charge less than Landlord's actual cost of administrative services, labor, equipment, and utilities incurred in connection with such extra services.

(aa) **Security.** Landlord shall not be liable to Tenant or any other person or entity for any theft, disappearance or loss of any property from the Premises, nor for the acts of other tenants or any other person in the Premises or other building.



(bb) **Temporary Closure of Common Areas.** Landlord may close temporarily any part of the parking facilities or other portion of the common areas for such periods of time as may be necessary for: (a) temporary use as a work area in connection with the construction of any building(s) or other improvement(s) in or which are to be a part of the Premises, (b) repairs or alterations in or to the common areas or to any sewers, utility facilities or distribution lines located within the common areas, (c) preventing the public from obtaining prescriptive rights in or to the common areas, (d) security reasons, or (e) doing and performing such other acts (whether similar or dissimilar to the foregoing) in, to and with respect to, the Common Areas as in the use of good business judgment the Landlord shall determine to be appropriate for the Premises; provided, however, that Landlord shall use reasonable efforts not to interfere unreasonably with Tenant's business.

(cc) **Rules and Regulations.** Tenant shall abide by the rules and regulations in regard to the Premises, annexed hereto as Exhibit "B" and all reasonable rules and regulations which Landlord may hereafter, from time to time, adopt and promulgate for the government and management of the Premises. Exhibit "B" is hereby made a part of this Lease and shall, during the said term, and all extensions thereof, be in all things observed and performed by Tenant, its agents, employees and invitees.

(dd) **Covenants and Restrictions.** Tenant shall abide by all covenants and restrictions of record in the property records of the Superior Court of Jones County, Georgia in regard to the Premises, annexed hereto as Exhibit "C" and all reasonable covenants and restrictions which Landlord may hereafter, from time to time adopt and promulgate for the purpose of maintaining and maintain the Premises. Upon Landlord's request, Tenant shall execute and sign any such acknowledgment as to complying with any covenant and restriction in effect or subsequently adopted. Exhibit "C" is hereby made a part of this Lease and shall, during the said term, and all extensions thereof, be in all things observed and performed by Tenant, its agents, employees, and invitees.

(ee) **Personal Guaranty.** Tenant acknowledges that this Lease is guaranteed by Anil Patel who shall be liable for all costs and expenses associated with this Lease, including, but not limited to, the Fixed Annual Rent, Additional Rent, and such other sums as set forth in this Lease. The Guaranty described herein is attached hereto as Exhibit "D", and incorporated herein by this express reference.

(ff) **Additional Security.** Tenant acknowledges and agrees that this Lease is further secured by the inventory and assets set forth in Exhibit "E". Tenant agrees to execute such further and other documents to memorialize and evidence such additional security interests, including, but not limited to, the security agreement. Tenant further authorizes the Landlord to execute and file on behalf of itself and the Tenant, such Uniform Commercial Code Financing Statements as it deems sufficient to perfect such security interest. Such Security Agreement and UCC Financing Statements shall be incorporated and made a part this Lease, and may be attached as a part of

Exhibit "E". The failure to attach the Security Agreement and UCC Financing Statement to this Lease shall not affect the validity of the Tenant's grant of the additional security granted hereby.

The undersigned have executed this Lease as of the date first above written:

**Landlord:**

**By:**

**Print Name:** Ashok Patel

**Title:** Managing Member

**Date:** 3/1/2023

**Signature:** 

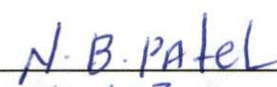
**Tenant:**

**By:**

**Print Name:** Nitaben Patel

**Title:** Owner

**Date:** 3/1/2023

**Signature:** 

**EXHIBIT "A"**

**legal Description**

**EXHIBIT "B"**

**Rules and Regulations**

**EXHIBIT "C"**

**Covenants and Restrictions**

**EXHIBIT "D"**

**Guaranty**

**EXHIBIT "E"**

**Security Agreement  
(Inventory / Asset)**



## 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.

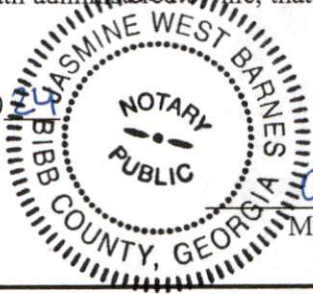
Agent's Signature: Nitaben B Patel Date: 05/10/24

Business Name: Shell Food Mart

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

This 10 day of May, 2024

Gasmire Baner  
Notary Public



03.11.2025  
My Commission Expires

## Ownership/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: N. B Patel Date: 04/16/24  
(If different from Agent)

Title: OWNER

Business Name: Shell Food Mart

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

This 16th day of April, 2024

JR Hinds  
Notary Public



March 20, 2025  
My Commission Expires

|                                                        |
|--------------------------------------------------------|
| <b>PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM</b> |
|--------------------------------------------------------|

**Business Name:** Shell Food Mart

**Business Address:** 6369 THOMAS RD STE 100 MACON GA 31220

**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 the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that 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.

N. B. Patel  
Applicant/Agent Signature

05/10/24  
Date



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:** Shell Food Mart

**Business Address:** 6369 Thomaston Rd Ste 100 Macon GA 31220

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.

CES Deborah A. Maubury  
Code Enforcement Department Designee

5-8-2024  
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.

N. B. Patel  
Applicant/Agent Signature

05/10/24  
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>.

N. B. Patel  
Signature

NITABEN B Patel  
Print Name

05/10/24  
Date



### Alcohol License Questionnaire

Name of Business: Shell Food Mart  
 Owner's Name: Nitaben B Patel  
 Address: 121 MAYIE DR Apt 1504  
WARNER ROBINS GA 31093

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

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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

N. B. Patel  
 Signature

NITABEN B Patel  
 Print Name

05/10/24  
 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: Shell Food Mart

Business Address: 6369 Thomaston Rd Ste 100 Macon GA 31220

☐ **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

N. B. Patel  
Applicant/Agent Signature

05/10/24  
Date

## 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: NITA Patel
2. Name of the subject of this Certificate, if different from the applicant:  
Alcohol License
3. Benefit or privilege for which the applicant is applying (mark one):

|                                                                 |                                                                     |                                                     |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plat Approval                              | <input type="checkbox"/> Building Inspection Report | <input type="checkbox"/> Certificate of Occupancy             |
| <input type="checkbox"/> Alcohol License (Any)                  | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment      | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> 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.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

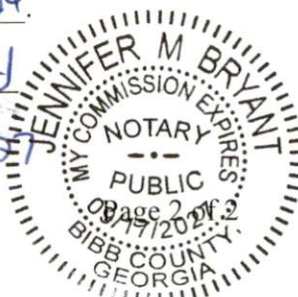
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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

N. B. Patel  
Print and Sign Name

Sworn to and subscribed before me this  
21 day of March, 2024.

Jennifer M. Bryant  
Notary Public

My commission expires: 9/17/2027



Rev. April 2022  
See O-22-0011



# Macon-Bibb County

## Certificate of Good Standing

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

|                                                                 |                                                                     |                                                     |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plat Approval                              | <input type="checkbox"/> Building Inspection Report | <input type="checkbox"/> Certificate of Occupancy             |
| <input type="checkbox"/> Alcohol License (Any)                  | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment      | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> 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.

*APATEL*  
Print and Sign Name

Sworn to and subscribed before me this  
18th day of April, 2024.

*Amy Reynolds*  
Notary Public  
My Commission Expires: 10/4/2025





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

## OFFICE USE ONLY

## ALCOHOL APPLICATION

Applicant Name: Nitaben Patel – Fingerprints Completed: 05.2.2024

Business Name: Thomaston 2022 LLC DBA Shell Food Mart

Business Address: 6369 Thomaston Rd Ste 100 Macon Ga 31220

|                                                                                                                     |                                     |      |
|---------------------------------------------------------------------------------------------------------------------|-------------------------------------|------|
| <b>DocuSigned by:</b>                                                                                               |                                     |      |
| After investigation, I recommend that the license requested herein be: <span style="float: right;">6/17/2024</span> |                                     |      |
| <b>Granted</b>                                                                                                      | Sheriff, Macon-Bibb County, Georgia | Date |
|                                                                                                                     | 1C561778CDEE414...                  |      |
| <b>Denied</b>                                                                                                       | Sheriff, Macon-Bibb County, Georgia | Date |

|                                                                        |                                            |      |
|------------------------------------------------------------------------|--------------------------------------------|------|
| After investigation, I recommend that the license requested herein be: |                                            |      |
| <b>Granted</b>                                                         | _____<br>Mayor, Macon-Bibb County, Georgia | Date |
| <b>Denied</b>                                                          | _____<br>Mayor, Macon-Bibb County, Georgia | Date |

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



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

## **Review Form**

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

The following required documents are included in the application:

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

Legal Review 7/10/2024 (Date) <sup>DS</sup>  
SD (Initials)

### **Comments**

Upon review, legal recommends approval.

### **Initials**

<sup>DS</sup>  
SF

Stephanie Freeman, Administrative Office Specialist



Added to the July 16, 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)**

|                                                                                                                                                            |         |                                                               |         |                                                         |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------------------------------------------------|---------|---------------------------------------------------------|---------|
| <input type="checkbox"/> *Distilled Spirits Packaged to Go                                                                                                 | \$2,900 | <input checked="" type="checkbox"/> *Malt Packaged to Go      | \$800   | <input checked="" type="checkbox"/> Wine Packaged to Go | \$700   |
| <input type="checkbox"/> *Distilled Spirits C.O.P.                                                                                                         | \$2,900 | <input type="checkbox"/> *Malt C.O.P.                         | \$800   | <input type="checkbox"/> Wine *C.O.P.                   | \$700   |
| <input type="checkbox"/> *Distilled Spirits Wholesaler                                                                                                     | \$3,600 | <input type="checkbox"/> *Malt Wholesaler                     | \$1,000 | <input type="checkbox"/> Wine Wholesaler                | \$800   |
| <input type="checkbox"/> *Distilled Spirits Manufacturers                                                                                                  | \$4,300 | <input type="checkbox"/> *Malt Manufacturer                   | \$2,500 | <input type="checkbox"/> Wine Manufacturer              | \$1,700 |
| <input type="checkbox"/> Brewpub                                                                                                                           | \$2,500 | <input type="checkbox"/> Out-of-Town Wholesaler               | \$100   | <input type="checkbox"/> Brown Bag                      | \$0     |
| <input type="checkbox"/> Alcohol Beverage Caterer                                                                                                          | \$600   | <input checked="" type="checkbox"/> Temporary Alcohol License | \$100   |                                                         |         |
| <p>_____ Please check here if you are applying for a Business Continuation License.<br/>Business Continuation License is <b>25% of applicable fees</b></p> |         |                                                               |         |                                                         |         |
| *Distilled Spirits (Liquor)                                                                                                                                |         | *Malt (Beer)                                                  |         | *C.O.P. (Consumed on Premise)                           |         |

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

\$ \_\_\_\_\_ Alcohol License Fees + \$400 Application Fee = \$ \_\_\_\_\_

**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.

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

**BUSINESS**

Federal Tax ID #: 93-4390700 State Tax ID #: 20292244894  
 Business Name: EXTRAMILE CHEVRON Corporate and Trade Name: BloomFIELD mmmLLC  
 Local Business Address: 4987 BloomFIELD Rd MACON GA 31206  
 (P.O. Box Not Allowed) City State Zip  
 Mailing Address: SAME  
 (City State Zip)  
 Local Business Phone #: 630 390 9432 Email Address: MANISH J 46 a yahoo.com  
 Contact Person: MIKE PATEL Contact Phone #: [REDACTED]

**AGENT**

Agent's Name: HANSA PATEL Agent's Title: OWNER  
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]  
 Home Address: [REDACTED] City: WARREN State: GA Zip: 31088  
 Home Phone #: 630-390 9432 Email: [REDACTED]  
 Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**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: HANSA PATEL Title: OWNER  
 Home Address: [REDACTED] City: WARREN State: GA Zip: 31088  
 Home Phone #: 630-390 9432 Email: [REDACTED]  
 Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Rev. 08/23



## 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>HANSA PATEL</u>                                                |              |                                                                        |                        |
| Home Address: <span style="background-color: black; color: black;">[REDACTED]</span> |              |                                                                        |                        |
| Sex                                                                                  | Race         | Date of Birth                                                          | Social Security Number |
| <u>Female</u>                                                                        | <u>ASIAN</u> | <span style="background-color: black; color: black;">[REDACTED]</span> |                        |



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.

Hansa Patel  
Signature

04/08/24  
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)

|                          |                                                                                                            |
|--------------------------|------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <b>Employment (E)</b> – Provides <i>Georgia</i> Criminal History Record Information                        |
| <input type="checkbox"/> | <b>Employment with Mentally Disabled (M)</b> – Provides <i>Georgia</i> Criminal History Record Information |
| <input type="checkbox"/> | <b>Employment with Elder Care (N)</b> - Provides <i>Georgia</i> Criminal History Record Information        |
| <input type="checkbox"/> | <b>Employment with Children (W)</b> - Provides <i>Georgia</i> Criminal History Record Information          |
| <input type="checkbox"/> | <b>Public Records (P)</b> – Provides <i>Georgia Felony Convictions</i> Only                                |

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

|                          |                                    |
|--------------------------|------------------------------------|
| <input type="checkbox"/> | No Georgia CHRI results available. |
| <input type="checkbox"/> | Georgia CHRI attached/released     |

|                          |                                                          |
|--------------------------|----------------------------------------------------------|
| <input type="checkbox"/> | No NCIC/GCIC Warrant results available.                  |
| <input type="checkbox"/> | Possible NCIC/GCIC Warrant. Contact Agency listed below. |
| Wanting Agency Name:     |                                                          |
| Agency Telephone:        |                                                          |

Hansa Patel  
Agency Designee Signature and Title

5.29.24  
Date



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

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

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

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

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

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

Business Name: EXTRAMILE CHEVRON

Printed Name of Applicant: HANSA pATEL

\*Signature of Applicant: Hansa Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 16<sup>th</sup> DAY OF April, 2024

Caroline J Atkins  
 NOTARY PUBLIC

7/25/2024  
 MY COMMISSION EXPIRES

Caroline J Atkins  
 NOTARY PUBLIC  
 Houston County, GEORGIA  
 My Commission Expires 07/25/2024

## MEASUREMENT FORM

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

**APPLICANT:** HANSA PATEL  
**PROPOSED LICENSE:** BEER AND WINE PACKAGED TO GO  
**BUSINESS LOCATION:** 4987 BLOOMFIELD RD.  
**BUSINESS NAME:** BLOOMFIELD MGMT. 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: 12-28-2023

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

|         |   |                                                                       |
|---------|---|-----------------------------------------------------------------------|
| 3,450'  | — | SCHOOL GROUND property line                                           |
|         |   | Bloomfield Mgmt. LLC                                                  |
|         |   | #4987 Bloomfield Road                                                 |
| 3,700'  | — | SCHOOL BUILDING                                                       |
|         |   | Veterans Elementary                                                   |
| 4,450'  | — | COLLEGE CAMPUS property line                                          |
|         |   | Veterans Elementary                                                   |
| 12,650' | — | ALCOHOLIC TREATMENT CENTER building                                   |
|         |   | Central Georgia Technical College                                     |
| 9,850'  | — | PUBLIC LIBRARY or BRANCH building                                     |
|         |   | River Edge - Fulton Mill Road                                         |
| 1,950'  | — | MACON-BIBB COUNTY HOUSING AUTHORITY property                          |
|         |   | Bloomfield Library                                                    |
| 462'    | — | CHURCH (building)                                                     |
|         |   | Maple Court                                                           |
| 375'    | — | CHURCH GROUNDS                                                        |
|         |   | City of David House of Refuge International                           |
| 8,600'  | — | M-B COUNTY RECREATION CENTER property                                 |
|         |   | City of David House of Refuge International                           |
| N/A     | — | Vice Mart - Small Box Retail Store - Small Box Discount store (2500') |
|         |   | Bloomfield - Gilead Recreation Center                                 |

Applicant self-identifies as a:  
"Gas Station"

*SCB*  
**OK!**  
Paul J. Hornowski  
December 27, 2023





The Beaufort Gazette  
The Belleville News-Democrat  
Bellingham Herald  
Centex 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 |
|-----------|--------------|-----------------------------------------|----------|---------|------|-------|
| 73210     | 508828       | Print Legal Ad-IPL01551480 - IPL0155148 |          | \$46.36 | 1    | 30 L  |

Attention: Nita Ben B PATEL

Nita Ben B PATEL  
121 MARGIE DR APT 1504  
APT 1504  
WARNER ROBINS, GA 31093

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-  
QUEST FOR BEER, WINE, LIQUOR/  
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 January 19, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as BLOOM-FIELD MGMT LLC/EXTRA MILE CHEV-ROD, 4987 BLOOMFIELD RD MACON, GA 31206. 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 January 12, 2024. HAISA PATEL,  
Applicant  
IPL0155148  
Jan 12, 19 2024

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:  
01/12/24, 01/19/24

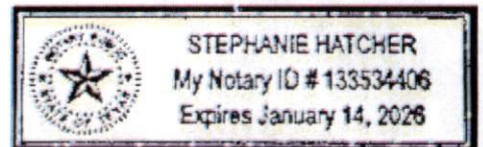
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

*Willmenta Serrano*

Sworn to and subscribed before me this 24th day of January in the year of 2024

*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 &amp; Zoning

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

## Zoning Compliance

|                          |                                                                                 |                       |                  |                                                      |
|--------------------------|---------------------------------------------------------------------------------|-----------------------|------------------|------------------------------------------------------|
| PERMIT NO:               | 2022-0541                                                                       | PERMIT TYPE: CU w/SPR | DATE OF ISSUE:   | 04/12/2022                                           |
| ISSUED TO NAME:          | Ashok Patel, Kunj Construction USA<br>Bloomfield MGMT LLC DBA ExtraMile Chevron |                       |                  |                                                      |
| OWNER'S NAME:            | HH 4987 LLC                                                                     |                       |                  |                                                      |
| PROPOSED USE:            | Commercial, Industrial or Institutional Use<br>c-store                          |                       |                  |                                                      |
| ADDRESS OF PROPOSED USE: | 4987 BLOOMFIELD RD                                                              |                       |                  |                                                      |
| NEW CONSTRUCTION:        | Yes                                                                             |                       |                  |                                                      |
| STRUCTURE TYPE:          | New, Interior and Exterior                                                      |                       |                  |                                                      |
| MAP/PARCEL:              | M093-0200                                                                       |                       | ZONING DISTRICT: | PDC—Planned<br>Development<br>Commercial<br>District |

### PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, site plan, and 2/14/2022 MBPZ Commission approval, for a grocery store with fuel sales and alcohol packaged-to-go, and tenant space. Property was re-zoned from R-1 to PDC at the 10/11/2021 hearing. Separate zoning permit required for signage. No outside storage or sales authorized. Landscaping shall be installed and maintained by the property owner and any successor as shown on the approved landscape plan. All lighting subject to Section 4.09 of the Macon-Bibb CLDR. Each tenant shall require a separate zoning permit. Subject to the requirements of Business Development Services, Macon-Bibb Business License Office and all other applicable local, state, and federal regulations.

**NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 10/12/2022 THIS PERMIT IS NULL & VOID**

**APPROVED BY: John Langstaff**

### NOTICE

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





# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
**BRAD RAFFENSPERGER**

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

|                           |                                                          |                                           |                                                  |
|---------------------------|----------------------------------------------------------|-------------------------------------------|--------------------------------------------------|
| Business Name:            | <b>BLOOMFIELD MGMT LLC</b>                               | Control Number:                           | <b>23233902</b>                                  |
| Business Type:            | <b>Domestic Limited Liability Company</b>                | Business Status:                          | <b>Active/Noncompliance</b>                      |
| NAICS Code:               | <b>Retail Trade</b>                                      | NAICS Sub Code:                           | <b>Gasoline Stations with Convenience Stores</b> |
| Principal Office Address: | <b>4987 BLOOMFILED RD,<br/>MACON, GA, 31306,<br/>USA</b> | Date of Formation /<br>Registration Date: | <b>11/9/2023</b>                                 |
| State of Formation:       | <b>Georgia</b>                                           | Last Annual Registration<br>Year:         | <b>NONE</b>                                      |

### REGISTERED AGENT INFORMATION

Registered Agent Name: **HANSA PATEL**

Physical Address:

County: **Houston**

[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: EXTRA MILE CHEVRON Name of Corporation: Bloom Field mantle

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

### **Individual:**

Name and Title: HANSA PATEL OWNER Telephone Number: 630-380-9432

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Residential Street Address: \_\_\_\_\_

P.O. Box Not Allowed (City State Zip)

Mailing Address: EXTRA MILE CHEVRON 4987 Bloom Field Rd MAcon  
(City State Zip) GA 31206

### **Type of Entity and Business Interest:**

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
  - ☐ General Partner holding \_\_\_\_\_% of all outstanding 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) 100
  - ☐ Managing Member, Total number of Managing Member: \_\_\_\_\_
  - ☐ Member holdings \_\_\_\_\_% of all outstanding membership interests.
- ☐ Privately Held Corp./Company
  - ☐ Corporate Officer: Yes \_\_\_\_\_ No \_\_\_\_\_
- ☐ Other
  - ☐ Other person exercising operational authority over the entity: \_\_\_\_\_



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

## Alcohol Handler's Beverage License Application

### APPLICANT

First Name: HANSA Last Name: Patel  
Home Address: 6080 LAKEVIEW RD City: WARRAMUNGS State: GA Zip: 31088  
APT 1508  
Home Phone #: [REDACTED] Email: [REDACTED]  
Date of Birth: [REDACTED] Social Security Number: [REDACTED]  
Mailing Address: 6080 LAKEVIEW RD City: WARRAMUNGS State: GA Zip: 31088  
APT # 1508

- ☒ 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 money order, cashier check, check or debit/credit (in office) 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.

Hansa Patel  
Applicant's Signature

4/16/24  
Date

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

This 16<sup>th</sup> day of April, 20 24

Optkins  
Notary Public

7/25/24  
My Commission Expires

Caroline J Atkins  
NOTARY PUBLIC  
Houston County, GEORGIA  
My Commission Expires 07/25/2024

Rev. 7/2021



Cheers Entertainment Services Bar Training

## CERTIFICATE OF COMPLETION

Awarded To

**HANSA PATEL**

Course Completion

**MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE**

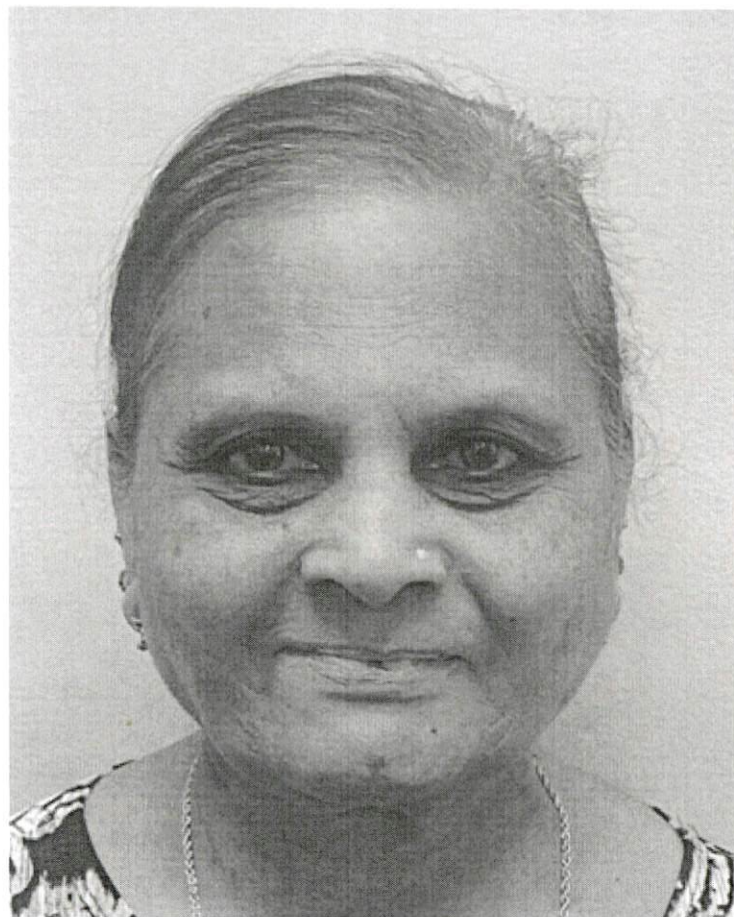
Date: 2024-05-15

Serial No.

cert\_6x8x10cc







## LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") entered into and dated the 1st day of October, 2023 the "Effective Date", by, \_\_\_\_\_ between, and among HH 4987 LLC, a Georgia Corporation (the "Landlord"), on the one hand; and Bloomfield MGMT LLC, a Georgia Corporation (the "Tenant") on the other hand. The Landlord and Tenant are each a "Party", and collectively, the "Parties".

1. **Leased Premises.** Landlord leases and rents to Tenant, and Tenant leases and rents from Landlord, in accordance with the provisions of this Lease, the land, together with the building and improvements on it, located 4987 Bloomfield Rd Macon GA 31206 more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this express reference, annexed hereto and made a part of this Lease. The land, building and improvements are herein referred to as the "Premises". This Lease is made subject to such facts as an accurate survey may disclose, easements, rights of way, and restrictions of record. Landlord will deliver the Premises to Tenant "AS-IS, WHERE IS", in its condition as of the Effective Date of this Lease. Except as set forth in this Paragraph and Subparagraph 5(a) below, Tenant acknowledges and agrees that neither Landlord nor its agents have made any representations to Tenant about the condition of the Premises or any promises to alter, modify, add to, repair or improve the Premises.

2. **Term.** (i) Original Term. The term of this Lease will be for Five (5) years, commencing on the 1st day of December 2023 (the "Commencement Date"), and ending midnight, November 30th, 2028 "Expiration Date"), subject to extension or earlier termination as provided below. (ii) Renewal Term. The Original Term of this Lease may be extended by an additional three 5 (five) year terms upon written notice to the Landlord of Tenant's renewal. Renewal shall be at the sole discretion of the landlord. Landlord may refuse to renew lease term, Landlord shall provide notice of its decision within 30 days of receiving notice of renewal from tenant. Tenant shall notify Landlord no less than six (6) months prior to the expiration date of such Original Term and. If, for any reason, whether or not attributable to the fault of the Landlord, the Landlord is unable to deliver possession of the Premises to the Tenant on the Commencement Date, Landlord shall not be liable to Tenant in any way for damages and this Lease shall not terminate; however, Tenant shall have obligation to pay rent hereunder until possession of the Premises is delivered to Tenant, and the term of this Lease shall be deemed to be current, where such beginning and ending dates of the Original Term or Renewal Term shall remain the same.

3. **Use of the Premises.** (i) Use by Tenant and Certificate of Occupancy. Tenants will use and occupy the Premises only as and for the operation of a Convenience Store and Gas Station and no other. In the event required, Tenant will, at Tenant's own expense, apply for and obtain a Certificate of Occupancy with respect to the Premises, based upon the use set forth above, from the appropriate authority, prior to the commencement date of the Lease. (ii) Prohibited Use. Tenant will not occupy nor use all or any part of the Premises nor permit or suffer the Premises



to be occupied or used for any purpose other than as provided for in this Lease.

4. **Fixed Annual Rent, Additional Rent, and Other Sums to Be Paid by Tenant.**

(a) **Fixed Annual Rent.** During the Lease term, Tenant will pay Landlord the Fixed Annual Rent set forth below on the first day of each month, in advance, with the exception that the first monthly installment of Fixed Annual Rent will be paid upon execution and delivery of this Lease, the receipt of which is acknowledged by Landlord, subject to collection.

| <b>Lease Period</b> | <b>Fixed Monthly Rent</b> | <b>Total Fixed Annual Rent</b> |
|---------------------|---------------------------|--------------------------------|
| Years 1-5           | \$ 20,000                 | \$ 240,000                     |
| Years 5-10          | \$ 22,000                 | \$ 264,000                     |
| Year 10-15          | \$ 25,500                 | \$306,000                      |
| Years 15-20         | \$ 27,000                 | \$ 324,000                     |

(b) **Additional Rent Based upon Real Estate Taxes.** As Additional Rent, Tenant will pay Landlord the annual real estate taxes and assessments assessed and levied against the Premises, on the first (1st) day of each month, in advance, in a sum equal to 1/12th of the annual real estate taxes and assessments due and payable for the then calendar year. If at a time a payment is required the amount of the real estate taxes and assessments for the then calendar year will not be known, Tenant will pay Landlord, as additional Rent, 1/12th of the real estate taxes and assessments for the preceding calendar year; and upon ascertaining the real estate taxes and assessments for the current calendar year, Tenant will pay Landlord any difference upon demand, or if Tenant will be entitled to a credit, Landlord will credit the excess against the next monthly installment(s) of Additional Rent falling due. Additional Rent based upon real estate taxes and assessments payable for the first and last years of the lease term will be adjusted and pro-rated, so that Landlord will be responsible for Landlord's prorated share for the period prior to and subsequent to the lease term, and Tenant will pay Landlord its prorated share for the lease term. All real estate taxes and assessments levied upon and/or assessed against the Premises (which includes real estate, buildings, and improvements thereon) and all costs associated with any appeal process to lower the tax valuation amount are deemed to be Additional Rent based upon real estate taxes.

(c) **Additional Rent Based upon the Landlord's Insurance.** (i) **Property Insurance.** As Additional Rent, upon demand, prior to and as and when insurance premiums will be due and payable, Tenant will pay Landlord, Landlord's Property Insurance (Special Form) insurance premium (which insurance may include, without limitation, rent insurance, building ordinance coverage, water damage, war and terrorism insurance, and such other coverages as Landlord will determine from time to time). This insurance will: (A) name only Landlord and Landlord's



mortgagee, if any, as the insured and provide that any loss will be payable to Landlord and Landlord's mortgagee, if any, as their respective interests may appear; (B) be in such an amount as may be determined by Landlord from time to time; (C) provide that no act of Tenant will impede the right of Landlord or Landlord's mortgagee, if any, to receive and collect the insurance proceeds; and (D) provide that the right of Landlord and Landlord's mortgagee, if any, will not be diminished because of any additional insurance on the Premises carried by Tenant for Tenant's own account. (ii) **Liability Insurance.** As Additional Rent, upon demand, as and when insurance premiums will be payable, Tenant will pay Landlord, Landlord's Commercial General Liability Insurance insurance premiums, which insurance will, without limitation, cover claims for bodily injury, death, and property damage, occurring in or about the Premises, including, without limitation, any sidewalks adjoining the Premises and Landlord's Excess or Umbrella Insurance Liability Insurance insurance premiums. This insurance will be in such amount as Landlord may determine from time to time. (iii) **Escrow.** At the option of Landlord, which Landlord may exercise at any time and from time to time, Tenant will pay to Landlord, as Additional Rent, the foregoing insurance premiums by paying to Landlord, on the first (1st) day of each month, in advance, the sum equal to 1/12th of the annual insurance premiums for the foregoing insurance coverages for the then current policy year. If at a time a payment is required the amount of the insurance premiums for the foregoing insurance coverages for the then current policy year will not be known, then Tenant will pay to Landlord, as Additional Rent, 1/12th of the annual insurance premiums for the foregoing insurance coverages for the immediately preceding policy year; and upon ascertaining the amount for the current policy year, Tenant will pay to Landlord the difference upon demand, or if Tenant will be entitled to a credit, Landlord will credit the excess against the next monthly installment(s) of Additional Rent for insurance premiums falling due. Additional Rent for insurance premiums payable for the first and last years of the lease term will be adjusted and pro-rated so that Landlord will be responsible for Landlord's pro-rated share for the period prior to and subsequent to the Lease term, and Tenant will pay to Landlord its pro-rated share for the lease term.

(d) **Additional Rent Based upon Other Sums.** Tenant will pay Landlord, as Additional Rent, all other sums of money on Tenant's part to be paid pursuant to the terms, covenants and conditions of this Lease.

(e) **Additional Rent Based upon Reimbursement to Landlord.** If Tenant fails to comply with or to perform any of the terms, conditions, and covenants of this Lease, Landlord may (but with no obligation to do so) carry out and perform such terms, conditions, and covenants, at the expense of Tenant, which expense will be payable by Tenant, as Additional Rent, upon the demand of Landlord, together with interest at the prime rate per annum as set forth in the Wall Street Journal, plus two percent (2%) (the "Prime Rate"), which interest will accrue from the date of Landlord's demand.

(f) **Additional Rent Based upon Late Payment.** If Tenant defaults for more than five (5) days in the payment of any monthly installment of Fixed annual Rent, Additional Rent, or any of



the sums required of Tenant under the Lease, or if Tenant, within five (5) days after demand from Landlord, fails to reimburse Landlord for any expenses incurred by Landlord pursuant to the Lease, together with interest, then Tenant will pay Landlord, as Additional Rent, a late charge of five percent (5%) of the rent or expenses.

(g) **Additional Rent Based upon Landlord's Legal Expenses in Enforcing Lease.** As Additional Rent, Tenant will pay Landlord all reasonable attorneys' fees that may be incurred by Landlord in enforcing Tenant's obligations under this Lease; however, in the event Landlord commences a suit against Tenant to enforce Tenant's obligations under this Lease, and such suit is tried to conclusion and judgment is entered in favor of Tenant, then, in that event, Tenant will not be under any obligation to pay Landlord the attorneys' fees that Landlord may have incurred.

(h) **Additional Rent Based upon Taxes Based on Rent.** If, at any time during the term of this Lease, a tax or charge is imposed by the State of Georgia, Bibb County, Georgia, the City of Macon, Georgia, or such other or additional county or municipality in which the Premises is located, pursuant to any future law, which tax or charge will be based upon the rent due or paid by Tenant to Landlord and Tenant will pay Landlord, as Additional Rent, such tax or charge. The foregoing will not require payment by Tenant of any income taxes assessed against Landlord or of any capital levy, franchise, estate, succession, inheritance, or transfer tax due from Landlord.

(i) **Additional Rent Based upon Common Area Maintenance (CAM).** Tenant will pay to Landlord as Additional Rent, all costs to maintain and repair common areas, parking lots, sidewalks, driveways, and other areas used in common areas by the Tenant; all costs to supervise and administer said common areas, parking lots, sidewalks, driveways, and other areas used by Tenant; and any parking charges, utilities, surcharges, or any other costs levied, assessed, or imposed by, or interpretations thereof, promulgated by any governmental authority in connection with the used or occupancy of the Premises or the parking facilities serving the Premises.

(j) **Additional Rent - Summary and approximation.** In addition to the Fixed Annual Rent, Tenant's anticipated monthly Additional Rent is based upon Landlord's best estimate of such costs identified in Subparagraphs 4(b)-(i) during the first year of the Original Term. Landlord's estimate is based on the following:

|            |          |
|------------|----------|
| Taxes:     | \$ 12500 |
| Insurance: | \$ 8500  |
| CAM:       | \$2500   |

Tenant acknowledges that this is a good-faith estimate of costs and that such amounts may fluctuate during the term of this Lease.

(k) **No Setoff and Application.** (A) No Setoff. Tenant will pay Landlord all Fixed Annual Rent, Additional Rent, and other sums required of Tenant under the Lease, without abatement, deduction, or setoff, and irrespective of any claim Tenant may have against Landlord; and this covenant will be deemed independent of any other terms, conditions or covenants of this Lease.

(B) Application. No payment by Tenant or receipt by Landlord of an amount less than the full Fixed Annual Rent, Additional Rent, or other sums required of Tenant under the Lease, will be deemed anything other than a payment on account of the earliest Fixed Annual Rent, Additional Rent, or other sum due from Tenant under the Lease. No endorsements or statements on any check or any letter accompanying any check or payment of Fixed Annual Rent, Additional Rent, or other sum due from Tenant under the Lease, will be deemed an accord and satisfaction of Landlord. Landlord may accept any check for payment from Tenant without prejudice to Landlord's right to recover the balance of Fixed Annual Rent, Additional Rent, or other sum due from Tenant under the Lease, or to pursue any other right or remedy provided under this Lease or by Requirements.

(l) **Place of Payment of Rent.** The Fixed Annual Rent, Additional Rent, and other sums required of Tenant under this Lease, will be paid by Tenant to Landlord at the address set forth below or to such other place as Landlord may notify Tenant. Payment must be made via ACH with a due date no later than the 15th of the month. If a tenant does not want to use ACH, the tenant shall pay an additional \$500 per month to pay by methods other than ACH.

5. **Condition, Repair, Replacement, and Maintenance of the Premises.**

(a) **Landlord's Obligations.** (i) NONE

(b) **Tenant's Obligations.** (i) Repairs. Tenant is responsible for all repairs and maintenance of the Premises.

6. **Tenant Insurance.**

(a) **Space Insured.** Landlord will not be required to name Tenant as an additional insured on any policy maintained by Landlord with respect to the Premises.

(b) **Tenant's Insurance.** Tenant will, at Tenant's own cost and expense, throughout the term of this Lease, maintain, and keep in full force and effect, insurance coverage for all furniture, fixtures, machinery (including, without limitation, communication systems, and computer systems), goods, supplies, products, and other personality of Tenant or others (collectively "Tenant's Property"), at or about the Premises. In addition, Tenant will also, at Tenant's own cost and expense, throughout the term of the Lease, maintain, and keep in full force and effect, commercial general liability insurance which will include, without limitation, insurance for (i) contractual liability in connection with Tenant's indemnity of Landlord under this Lease, and (ii) liability, or claims of liability, for bodily injury, death, or property damage, arising out of, occasioned by, or resulting from any accident or other occurrence in or about the Premises, including, without limitation, any sidewalks, parking areas, driveways, or other common areas of the Premises. Such insurance shall contain coverage and/or endorsements for a property that sells gasoline and that sells alcoholic beverages. The insurance will provide for coverage of not less



than \$2,000,000.00 for any single occurrence / \$4,000,000.00 general aggregate limit, will name Landlord as an additional insured, will have a deductible satisfactory to Landlord and will not have any self-insured retention or co-insurance provision. Landlord may request an increase in the limits of this insurance, if circumstances at the time reasonably warrant an increase. Tenant will deliver to Landlord, evidence of the insurance coverages to be maintained by Tenant pursuant to this Subparagraph 6(b), together with evidence of payment of premiums, on or

before the commencement date, and at least fifteen (15) days prior to the expiration or termination date of any policy. Upon request of Landlord, a copy of each policy will be delivered to Landlord. The policies will contain a provision that thirty (30) days' notice will be given to Landlord by the insurance carrier prior to any cancellation, modification or amendment to either policy.

(c) **Waiver of Subrogation.** Tenant releases Landlord from any liability arising out of a loss covered by any insurance. Tenant will, on or before the Commencement Date or any earlier entry into the Premises by Tenant, and on or before the renewal or replacement of the insurance policies referred to in Subparagraph 6(b) above, furnish Landlord with a certificate from each insurance carrier, in form satisfactory to Landlord, waiving their right of subrogation.

(a) **Hazardous and Toxic Materials.** (i) For purposes of this Lease, "Hazardous or Toxic Material(s)" means asbestos-containing materials and all other materials, substances, wastes, and chemicals classified as hazardous or toxic substances, materials, wastes, or chemicals under then-current applicable Laws or that are subject to any right-to-know Laws or requirements. (ii) Tenant will not knowingly incorporate into, or use or otherwise place or dispose of at the Premises, any Hazardous or Toxic Materials, except for use and storage of cleaning and office supplies used in the ordinary course of Tenant's business and then only if (A) such materials are in small quantities, properly labeled and contained, (B) such materials are handled and disposed of in accordance with the highest accepted industry standards for safety, storage, use, and disposal, (C) notice of and a copy of the current material safety data sheet is provided to Landlord for each such Hazardous or Toxic Material, and (D) such materials are used, transported, stored, handled, and disposed of in accordance with all applicable Laws. Landlord will have the right to periodically inspect, take samples for testing, and otherwise investigate the Premises for the presence of Hazardous or Toxic Materials. (iii) If Tenant or its employees, agents, or contractors ever violate the provisions of this Subparagraph 7(b)(iii) or otherwise contaminate the Premises, then Tenant will clean, remove, and dispose of the material causing the violation, in compliance with all applicable Laws and then prevalent industry practice and standards and will repair any damage to the Premises within such period of time as may be reasonable under the circumstances after written notice by Landlord (collectively, "Tenant's Environmental Corrective Work"). Tenant will notify Landlord of its method, time, and procedure for any clean-up or removal and Landlord will have the right to require reasonable changes in such method, time, or procedure or to require the same to be done after Business Hours. Tenant's obligations under this Subparagraph 7(b)(iii) will survive the termination of this Lease.



(b) **Survival.** This Paragraph 7 will survive the expiration or earlier termination of this Lease. Without limiting any other remedy available to Landlord under this Lease or by Requirements, Tenant's failure to abide by the terms of this Paragraph 7 will be restrainable or enforceable, as the case may be, by injunction.

7. **Alterations, Additions, and Improvements.** No alterations, additions, or improvements will be made by Tenant to the Premises, nor to any air-conditioning system, heating system, plumbing system, electrical system, nor will antennas or fixtures be installed in or on the building or improvements to the Premises, without the prior written consent of Landlord, which consent will not be unreasonably withheld conditioned or delayed. All alterations, additions, or improvements and systems installed in or attached to the Premises by Tenant will, at the option of Landlord, upon the expiration or earlier termination of the Lease, belong to and become the property of Landlord without any payment from Landlord and if such option is exercised, will be surrendered by Tenant in good order and condition as part of the Premises upon the expiration or sooner termination of the Lease term. At Landlord's written request, Tenant will restore the Premises to the condition it was in at the time the Premises was delivered to Tenant, such restoration to be completed on or before the expiration or earlier termination of the Lease term, at Tenant's own expense. Tenant will not use or penetrate the roof of the building on the Premises for any purpose whatsoever without the prior written consent of Landlord, which consent may be granted or withheld by Landlord, in Landlord's sole and absolute discretion. All alterations, additions, or improvements consented to by Landlord will be performed by Tenant in a good and workmanlike manner, in compliance with all Requirements.

8. **Fire and Other Casualty Affecting the Premises.**

(a) **Notice of Casualty by Tenant.** If the improvements situated upon the Premises are damaged or destroyed by any peril, including, but not limited to, water, fire, wind storm, hail, or other casualty (each such occurrence, a "Casualty"), at any time, whether covered by insurance to be provided by Tenant under this Lease, or not, Tenant will give prompt notice to Landlord and this Lease will continue in full force and effect.

(b) **Restoration by Tenant.** If at any time any Casualty occurs, Tenant will proceed in good faith and with due diligence to restore, replace, rebuild, and repair the improvements damaged or destroyed by such Casualty to substantially the same condition such improvements were in immediately prior to such damage or destruction, and Tenant's obligations to pay the Fixed Annual Rent, Additional Rent, and other sums required of Tenant under the Lease will not be abated or reduced, nor will Tenant be entitled to surrender possession of the Premises for that reason. The net insurance proceeds, if any, collected by Landlord from any insurance policy, and not otherwise payable to a mortgagee of Landlord, after deducting all costs of collection (including, but not limited to, the fees of any adjuster employed by Landlord with respect to the collection of any insurance proceeds), (the "Restoration Fund"), will be available to be used by Tenant for the restoration of the Premises. The Restoration Fund will be held by Landlord, and



provided Tenant complies with the provisions of this Paragraph, the Restoration Fund will be made available to Tenant, from time to time, in the manner and to the extent provided in this Lease, to pay for the costs of the restoration of the Premises; however, Landlord, before paying such monies over to Tenant, will be entitled to reimburse itself from the Restoration Fund to the extent, if any, of the expenses paid or incurred by Landlord in the administration of the Restoration Fund and oversight of the restoration, including, without limitation, fees for consultants, counsel, architects, and engineers. Any funds left after the completion of and payment for all restoration of the Premises will be retained by Landlord.

(i) **Requisitions for Payment.** The Restoration Fund will be paid to Tenant, from time to time, in installments as the restoration work progresses, upon requisitions to be submitted by Tenant to Landlord showing the cost of labor and materials incorporated in the restoration, or incorporated since the last previous requisition. If any vendor's, mechanic's, laborer's, or materialman's lien is filed against the Premises, Tenant will not be entitled to receive any further installment until such lien is satisfied or otherwise discharged.

(ii) **Amount of Payment.** The amount of any installment to be paid to Tenant will be such proportion of the total Restoration Fund received as the cost of labor and materials theretofore incorporated by Tenant in the restoration bears to the total estimated cost of the restoration by Tenant, less (A) all payments theretofore made to Tenant out of the Restoration Fund, and (B) ten percent (10%) of the amount so determined.

(iii) **Deficiency and Completion.** In the event the Restoration Fund is insufficient for the purpose of paying for the restoration, or to the extent any mortgagee will not permit the insurance proceeds to be used for restoration, Tenant will nevertheless be required to make the restoration and pay any additional sums required for the restoration. The restoration will be deemed complete when the restoration has been completed substantially in accordance with the plans and specifications therefore, as determined by a joint inspection by Landlord and Tenant, and a certificate of occupancy has been issued, allowing the improvements to be used and operated for their intended purpose.

(iv) **Conditions to Payment.** In addition to the foregoing, in no event will any Restoration Fund be paid until there has been submitted to Landlord: (A) **Architect or Contractor Certificate.** A certificate of Tenant's architect or Tenant's contractor stating that the sum then requested to be withdrawn either has been paid by Tenant or is justly due to contractors, subcontractors, materialmen, engineers, or architects who have rendered or furnished certain services and materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories and the several amounts so paid or due to each person, and stating in reasonable detail the progress of the work up to the date of the certificate; the sum then requested does not exceed the value of the services and materials described in the certificate; and the balance of the Restoration Funds held by Landlord will be sufficient upon completion of the restoration to pay for the same in full, and stating in reasonable detail the estimate of the cost of such completion; (B) **Title.** There will be furnished to Landlord an official search, or a certificate of title insurance company reasonably satisfactory to Landlord, or other



evidence reasonably satisfactory to Landlord, showing that there has not been filed any vendor's, mechanic's, laborer's, or materialman's statutory or other similar lien affecting the Premises, which has not been discharged of record, except as will be discharged upon payment of the amount then requested to be withdrawn; (C) **No Event of Default**. At the time of making such payment, there will not have been an Event of Default, or an event that with the passage of time or the giving of notice, or both, will constitute an Event of Default; (D) **Final Payment**. With respect only to the final payment, at the time of making such payment, Tenant will have substantially completed the restoration as evidenced by a certificate of occupancy or completion, issued by the appropriate Governmental Authority.

(c) **Failure by Tenant to Commence Restoration**. If Tenant fails to commence the necessary repairs, replacements or reconstruction required for the restoration of the Premises within forty-five (45) days after receipt by Landlord or Tenant, as the case may be, of the Restoration Funds, or any part of them, or if Tenant will have commenced restoration, but will fail to continue restoration with reasonable diligence, then unless such delay will have been due to causes beyond the reasonable control of Tenant, Landlord will have the right, at Landlord's option, following thirty (30) days prior notice to Tenant, to deem such an event as an Event of Default, and in addition to all other rights provided to Landlord under this Lease and by Requirements, Tenant will promptly pay over to Landlord all Restoration Funds held by Tenant.

(d) **Right to Terminate**. If all or a substantial part of the improvements are rendered unusable in the last year of the term, or if during that year period Restoration of the improvements substantially to their prior use and character is prohibited by Requirements, then Tenant may elect to terminate this Lease, by a notice to Landlord given not later than sixty (60) days following such casualty, and Tenant will assign to Landlord the entire amount of insurance proceeds payable by reason of such casualty with respect to the improvements on the Premises. If Tenant makes such election, Tenant will assign such insurance proceeds to Landlord, and the term will expire on the sixtieth (60th) day after notice of such election and Tenant will vacate the Premises and surrender the same to Landlord.

9. **Assignment and Subletting**.

(a) **Landlord's Consent Required**. Tenant will not voluntarily or by operation of law assign, sublet, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent. Any attempted assignment, subletting, mortgage, transfer, or encumbrance without such consent will be void as against Landlord, and will constitute an Event of Default by Tenant under this Lease. Any sale of ownership rights in Tenant will be deemed an assignment requiring Landlord's consent.

(b) **No Release of Tenant**. Regardless of Landlord's consent or the need under Subparagraph 10(a) to obtain Landlord's consent, no assignment or subletting will release Tenant from this Lease. Acceptance of Fixed Annual Rent and Additional Rent from any other person will not be deemed a waiver by Landlord of any provision of this Lease. Consent to one assignment or subletting will not be deemed a consent to any subsequent assignment or subletting. In the event



of a consent by Landlord to an assignment or subletting, Tenant will deliver to Landlord a duplicate original of the assignment by Tenant and assumption by Tenant's assignee of Tenant's obligations under this Lease, or a duplicate original of the sublease, as the case may be.

(c) **Participation by Landlord.** In the event of any assignment or sublease involving rent in excess of the Fixed Annual Rent or Additional Rent required under this Lease ("Excess Rent"), Landlord will participate in the Excess Rent. Tenant will promptly pay to Landlord, as additional rent, hundred percent (100%) of all such Excess Rent collected from the assignee or subtenant, and will supply Landlord with a true copy of each assignment or sublease, and in the case of the former, an originally executed assumption by the assignee of all of Tenant's obligations under this Lease.

10. **Landlord's Right to Inspect and Repair.** Landlord or Landlord's agents, employees, or representatives, will have the right to enter into and upon all or any part of the Premises during the Lease term at all reasonable hours, for the purpose of: (a) examination; (b) determination whether Tenant is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions, or improvements to the Premises, as may be necessary by reason of Tenant's failure to make same after notice to Tenant to do so, except in an emergency. This paragraph will not be deemed nor construed to create an obligation on the part of Landlord to make any inspection of the Premises or to make any repairs, alterations, additions, or improvements to the Premises for its safety or preservation.

11. **Landlord's Right to Exhibit Premises.** Landlord or Landlord's agents, employees or representatives will have the right to show the Premises during the Lease term to persons wishing to purchase or grant fee mortgages on the Premises. Landlord or Landlord's agents, employees, or other representatives will have the right within the last six (6) months of the Lease term to place notices on any parts of the Premises, offering the Premises for lease and at any time during the Lease term, offering the Premises for sale, and Tenant will permit the signs to remain without hindrance or molestation.

12. **Signs.** Tenant will not cause any signs to be placed at the Premises, except of a design and structure and at such places as Landlord will consent to in writing prior to the installation. If Landlord or Landlord's agents, employees, or other representatives wish to remove any such signs in order to make any repairs, alterations, additions, or improvements to the Premises, such signs may be removed, but will be replaced, at Tenant's expense, when the repairs, additions, alterations, or improvements will be completed; however, such provision will not create an obligation on the part of Landlord to make any repairs, alterations, additions, or improvements to the Premises. All signs of Tenant at the Premises will conform with all municipal ordinances or other laws and regulations applicable to such signs.

13. **Landlord Not Liable.** Landlord will not be liable for any damage or injury to any person or any property as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air-conditioning system or other system, or by



reason of the elements, or resulting from any act or failure to act on the part of Landlord, or

Landlord's agents, employees, invitees or representatives, assignees or successors, or attributable to any interference with, interruption of or failure beyond the control of Landlord.

14. **Force Majeure.** Whenever a period of time is prescribed for the taking of any action by Landlord, Landlord will not be liable or responsible for, and there will be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire, or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations, or restrictions, or any other cause whatsoever beyond the control of Landlord (any of the foregoing being referred to an "Unavoidable Delay"). Landlord will use reasonable efforts to notify Tenant not later than ten (10) business days after Landlord knows of the occurrence of an Unavoidable Delay; however, Landlord's failure to notify Tenant of the occurrence of an event constituting an Unavoidable Delay will not alter, detract from, or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to Landlord under this Lease.

15. **Indemnification and Waiver of Liability.** Neither Landlord nor Landlord's Indemnitees will be liable for, and Tenant will indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, crimes, suits, costs (including costs of suit, attorneys' fees and costs of investigation), and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; or (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; regardless of whether such liability, claim, crime, suit, cost, injury, death, or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding will be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death, or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, will defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or Landlord Indemnitee. The provisions of this Paragraph will apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this Paragraph will not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee will be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft, or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct, or gross negligence of Landlord or any Landlord Indemnitee. In no event will Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore will rest with Tenant. All personal property upon the Premises will be at the



risk of Tenant only, and neither Landlord nor any Landlord Indemnitee will be liable for any damage or theft, whether or not due in whole or in part to the negligence, willful misconduct, or gross negligence of Landlord or any Landlord Indemnitee. To the extent not otherwise stated herein, in no event will Landlord or any Landlord Indemnitee be held liable or responsible for any criminal act of Tenant or any Tenant Representative.

16. **Subordination; Attornment.**

(a) **Subordination.** This Lease will be subject and subordinate to any Landlord mortgage, deed of trust, trust indenture, assignment of leases or rents or both, or other instrument evidencing a security interest, which may now or hereafter affect any portion of the Premises, or be created as security for the repayment of any loan or any advance made pursuant to such an instrument or in connection with any sale-leaseback or other form of financing transaction and all renewals, extensions, supplements, consolidations, and other amendments, modifications, and replacements of any of the foregoing instruments ("Mortgage"), and to any ground lease or underlying lease of the Premises or any portion of the Premises whether presently or hereafter existing and all renewals, extensions, supplements, amendments, modifications, and replacements of any of such leases ("Superior Lease"). Tenant will, at the request of any successor-in-interest to Landlord claiming by, through, or under any Mortgage or Superior Lease, attorn to such person or entity as described below. The foregoing provisions of this subparagraph (a) will be self-operative and no further instrument of subordination will be required to make the interest of any Landlord under a Superior Lease (a "Superior Landlord") or any mortgagee, trustee, or other holder of or beneficiary under a Mortgage (a "Mortgagee") superior to the interest of Tenant hereunder; however, Tenant will execute and deliver promptly any certificate or instrument, in recordable form, that Landlord, any Superior Landlord or Mortgagee may request in confirmation of such subordination.

(b) **Rights of Superior Landlord or Mortgagee.** Any Superior Landlord or Mortgagee may elect that this Lease will have priority over the Superior Lease or Mortgage that it holds and, upon notification to Tenant by such Superior Landlord or Mortgagee, this Lease will be deemed to have priority over such Superior Lease or Mortgage, whether this Lease is dated prior to or subsequent to the date of such Superior Lease or Mortgage. If, in connection with the financing of the Premises or with respect to any Superior Lease, any Mortgagee or Superior Landlord will request reasonable modifications of this Lease that do not increase the monetary obligations of Tenant under this Lease, materially increase Tenant's other obligations, or materially and adversely affect the rights of Tenant under this Lease, then Tenant will make such modifications.

(c) **Attornment.** If, at any time prior to the expiration of the term of this Lease, any Superior Lease will terminate or be terminated by reason of a default by Landlord as tenant thereunder or any Mortgagee comes into possession of the Premises or the estate created by any Superior Lease by receiver or otherwise, Tenant will, at the election and upon the demand of any owner of the Premises, or of the Superior Landlord, or of any Mortgagee-in-possession of the Premises, attorn, from time to time, to any such owner, Superior Landlord or Mortgagee, or any person or



entity acquiring the interest of Landlord as a result of any such termination, or as a result of a

foreclosure of the Mortgage or the granting of a deed in lieu of foreclosure, upon the then-executory terms and conditions of this Lease, for the remainder of the term. In addition, in no event will any such owner, Superior Landlord, or Mortgagee, or any person or entity acquiring the interest of Landlord be bound by (i) any payment of rent or additional rent for more than one (1) month in advance, or (ii) any security deposit or the like not actually received by such successor, or (iii) any amendment or modification in this Lease made without the consent of the applicable Superior Landlord or Mortgagee, or (iv) any construction obligation, free rent, or other concession or monetary allowance, or (v) any set-off, counterclaim, or the like otherwise available against any prior landlord (including Landlord), or (vi) any act or omission of any prior landlord (including Landlord).

(d) **Rights Accruing Automatically.** The provisions of this Paragraph 17 will inure to the benefit of any such successor-in-interest to Landlord, will apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of any such Superior Lease, and will be self-operative upon any such demand, and no further instrument will be required to give effect to such provisions. Tenant, however, upon demand of any such successor-in-interest to Landlord, will execute, from time to time, instruments in confirmation of the foregoing provisions of this Paragraph, reasonably satisfactory to any such successor-in-interest to Landlord, acknowledging such attornment and setting forth the terms and conditions of its tenancy.

(e) **Limitation on Rights of Tenant.** As long as any Superior Lease or Mortgage will exist, Tenant will not seek to terminate this Lease by reason of any act or omission of Landlord until Tenant will have given written notice of such act or omission to all Superior Landlords and Mortgagees at such addresses as will have been furnished to Tenant by such Superior Landlords and Mortgagees and, if any such Superior Landlord or Mortgagee, as the case may be, will have notified Tenant within ten (10) business days following receipt of such notice of its intention to remedy such act or omission, until a reasonable period of time will have elapsed following the giving of such notice (but not to exceed sixty (60) days), during which period such Superior Landlords and Mortgagees will have the right, but not the obligation, to remedy such act or omission. The foregoing will not, however, be deemed to impose upon Landlord any obligations not otherwise expressly set forth in this Lease.

#### 17. **Condemnation.**

(a) **Permanent Condemnation.** (i) Lease Termination. If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease will terminate as to the part taken as of the first date the condemning authority takes either title or possession. If more than twenty-five percent (25%) of the leasable area of the Premises is taken or the balance of the Premises is unfit for Tenant's use, Tenant has the option to terminate this Lease as of the date the condemning authority takes possession. The option will be exercised in writing as follows: (A) Notice of Taking. Within thirty (30) days after Landlord or the condemning authority has given Tenant written notice of



the taking; or (B) Possession. Absent notice, within ten (10) days after the condemning authority

has taken possession. If Tenant does not terminate, this Lease will remain in full force and effect as to the portion of the Premises remaining. The Fixed Annual Rent and Additional Rent will be reduced in the same proportion as the area of the Premises taken bears to the entire area leased hereunder. (ii) Award. Any award for Condemnation is Landlord's, whether the award is made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages. If this Lease is not terminated, Landlord will diligently repair any damage to the Premises caused by such Condemnation, subject to delays due to Force Majeure, as provided in Paragraph 15.

(b) **Temporary Condemnation.** Upon condemnation of all or any portion of the Premises for temporary use, this Lease will continue without change or abatement in Tenant's obligations, as between Landlord and Tenant. Tenant is entitled to the award made for the use. If the Condemnation extends beyond the term of the Lease, the award will be prorated between Landlord and Tenant as of the expiration date of the term. Tenant is responsible, at its sole cost and expense, for performing any restoration work required to place the Premises in the condition it was in prior to Condemnation, unless the release of the Premises occurs after termination. In such case, Tenant will assign to Landlord any claim it may have against the condemning authority for the cost of restoration, and if Tenant has received restoration funds, it will give the funds to Landlord within ten (10) days after demand.

18. **Landlord's Right to Reenter.** If Tenant defaults in any of the terms, conditions, or covenants of this Lease, then it will be lawful for the Landlord to reenter the Premises and to again possess and enjoy the Premises.

19. **Default by Tenant and Landlord's Remedies.**

(a) **Event of Default.** If any one or more of the following events will occur and be continuing beyond the period set forth in any default notice provided to be given, an Event or Events of Default will have occurred under this Lease: (i) **Non-payment.** If Tenant fails to pay any installment of Fixed Annual Rent, Additional Rent, or other sums due from Tenant to Landlord under this Lease within five (5) days after delivery of notice from Landlord to Tenant that the same is past due and payable, however, Landlord will not be required to give notice more than two (2) times in any twelve (12) month period; (ii) **Non-performance.** If Tenant fails to comply with any of the other terms, covenants, conditions, or obligations of this Lease and such failure in compliance will continue for thirty (30) days after the giving of notice by Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, Tenant will not, in good faith have commenced within the thirty (30) day period to remedy such failure and continued diligently and continuously to prosecute the same to completion; (iii) **Obligations.** Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under the Lease; (iv) **Bankruptcy.** Tenant voluntarily or involuntarily files for protection under the United States Bankruptcy Code or other federal or state debt relief proceeding (including any public or private debt-relief agency); (v)



**Receivership.** A receiver is appointed for and/or over Tenant or Tenant's property; (vi) **Assignment.** The Tenant makes an assignment for the benefit of a creditor under federal or state law; (vii) **Levy.** Tenant's property is levied upon or attached under legal process against Tenant which is not resolved to the satisfaction of the Landlord; or (viii) **Abandonment.** If Tenant abandons or vacates the Premises.

(b) **Right to Terminate Lease and Reenter.** If there will occur an Event of Default, then Landlord may, in addition to any other remedy available to Landlord under this Lease or available under Requirements, at Landlord's option, on ten (10) days' notice to Tenant, declare this Lease terminated at the expiration of such ten (10) day period and Tenant quits and surrenders possession of the Premises, but Tenant will remain liable to Landlord according to this Lease, and upon Tenant's failure to surrender of possession, Landlord may reenter the Premises without filing a "proceeding" against tenant holding over; and take possession of the premises without being deemed to have committed a trespass. Landlord reserves the right to terminate lease at anytime for any reason with 10 days notice to Tenant

(c) **Landlord's Right to Restore and Re-let, and Tenant's Liability for Expenses.** In the event that Landlord obtains possession by reentry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord will have the right, without the obligation, to make renovations, alterations, and repairs to the Premises required to restore them to the condition the same should be during the term of the Lease, and to re-let the Premises or any part of them for a term or terms that may be less or more than the full term of the Lease had Landlord not reentered and repossessed or terminated the Lease, and Landlord may grant reasonable concessions in the re-renting to a new tenant, without affecting the liability of Tenant under the Lease. Landlord will in no way be responsible for any failure to re-let all or any part of the Premises nor for any failure to collect any rent due after any re-letting, and in no event will Tenant be entitled to any surplus rents collected. Any of the foregoing action taken or not taken by Landlord will be without waiving any rights that Landlord may otherwise have under Requirements or pursuant to the terms of this Lease. Tenant will pay Landlord all legal and other expenses incurred by Landlord in terminating this Lease by reason of an Event of Default, in obtaining possession of the Premises, in making all alterations, renovations, and repairs and in paying the usual and ordinary commissions for re-letting the same, together with interest at the Prime Rate, which interest will accrue from the date of Landlord's demand.

(d) **Liability of Tenant after Reentry and Possession or Termination.** (i) Survival of Obligations. If any Event of Default occurs (whether or not this Lease will be terminated as a result of an Event of Default), Tenant will remain liable to Landlord for all Fixed Annual Rent and Additional Rent (including, but not limited to, the expenses to be paid by Tenant pursuant to the provisions of this Lease) then due and which would have otherwise become due through the remaining term of the Lease, plus interest; less the net amount of rent, if any, that may be collected and received by Landlord from the Premises, for and during the remainder of the term of this Lease. In other words, Tenant will be liable for all past due Fixed Annual Rent, Additional Rent, and such other costs, plus interest, through the Expiration Date of the Lease Term. In addition, Landlord may, from time to time, without terminating this Lease, as agent for Tenant,



re-let the Premises or any part of them for such term or terms, at such rental or rentals, and upon such other terms and conditions as Landlord may deem advisable, in accordance with

the provisions of Subparagraph 20(c) above. The failure or refusal of Landlord to re-let the Premises or any part of them will not release Tenant or affect Tenant's liability for damages. Landlord will have the right, without the obligation, following re-entry and possession or termination, to apply any rentals received by Landlord in the following order: (i) to the payment of indebtedness or costs (including interest, attorneys' fees and costs) other than rent or damages; (ii) to the payment of any cost of re-letting, including, without limitation, brokerage fees pro rated over the life of the term of the re-letting and applicable to the remainder of the Lease term; (iii) to the payment of any cost of altering or repairing the Premises; (iv) to the payment of Fixed Annual Rent and Additional Rent, or damages, as the case may be, due and unpaid hereunder; and (v) the residue, if any, will be held by Landlord and applied for the payment of future Fixed Annual Rent and Additional Rent, or damages, as the case may be, as the same may become due and payable hereunder. Landlord may sue periodically for and collect the amount that may be due pursuant to the provisions of this Paragraph, and Tenant expressly agrees that any such suit will not bar or in any way prejudice the rights of Landlord to enforce the collection or the amount due at the end of any subsequent period by a like or similar proceeding. The words "re- entry" and "re-enter," will not be construed as limited to their strict legal meaning. (ii) Rights on Termination. Should Landlord terminate this Lease by reason of an Event of Default, then Landlord will thereupon have the right, without the obligation, as an alternative to suing Tenant periodically pursuant to the provisions of Subparagraph 20(d)(i) above, to recover from Tenant the difference, if any, at the time of such termination, between the amount of Fixed Annual Rent and Additional Rent reserved for the remainder of the term over the then reasonable rental value of the Premises for the same period both discounted to present value at the rate than being given prime loans minus one point as set forth in the Wall Street Journal. Landlord will not, by any re- entry or other act, be deemed to have terminated this Lease, unless Landlord will notify Tenant in writing that Landlord has elected to terminate the same. (iii) Remedies Cumulative. The remedies of Landlord will be cumulative as to each other and as to all such allowed by Requirements. Notwithstanding the above, Landlord shall not be considered to be under any duty by reason of this Paragraph or any other Paragraph under this Lease to take any action to mitigate damages by reason of an event of Tenant's default.

20. **Tenant's Trade Fixtures and Removal.** Any trade equipment, trade fixtures, goods, or other property of Tenant will be removed by Tenant on or before the expiration of the Lease term or sooner termination of the Lease term. Any trade equipment, trade fixtures, goods, or other property of Tenant not removed by Tenant on the expiration of the Lease term or sooner termination of the Lease term, or upon any deserting, vacating or abandonment of the Premises by Tenant, or upon Tenant's eviction, will, at Landlord's discretion, be considered as abandoned and Landlord will have the right (without any obligation to do so), without notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord will not be accountable to Tenant for any proceeds of the sale, or for any damage or loss to Tenant's property.



21. **Estoppel Certificate.** Within ten (10) days of request from Landlord, Tenant will execute, acknowledge and deliver to Landlord, a written instrument certifying (i) that this Lease has not been modified and is in full force and effect, or if there has been a modification, that the Lease is in full force and effect as modified, stating the modification; (ii) specifying the dates to which rent and other sums due from Tenant under this Lease have been paid; (iii) stating whether or not to the knowledge of Tenant, Landlord is in default, and, if so, the reasons for the default; and (iv) stating the commencement date of the Lease term.

22. **Limitations on Landlord's Liability.** Notwithstanding any provision of this Lease to the contrary, Tenant agrees that it will look only to the Premises (which includes all of Landlord's equity or interest in the Premises, including proceeds of sale, insurance, and condemnation) in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive, or order) of any kind against Landlord; and Tenant will not look to the property or assets of any of the any officers, directors, shareholders, members (or principal or partner or other constituent person or entity of any non-corporate Landlord), employees, agents, or legal representatives of Landlord in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord, and in no event will any deficiency judgment be sought or obtained against Landlord. No person who is an officer, director, shareholder, member (or principal or partner or other constituent person or entity of any non-corporate Landlord), employee, agent, or legal representative of Landlord will be personally liable for any obligations or liabilities of Landlord under this Lease.

23. **Services and Utilities.** Tenant will, at Tenant's own expense, obtain all utility services supplying the Premises, including, but not limited to, electricity, water, sewer, standby water for sprinkler, gas, telephone, and all other utilities and other communication services, in its own name, effective as of the commencement of the Lease, and will pay the cost directly to the applicable utility, including any fine, penalty, interest, or cost that may be added thereto for non-payment.

24. **Security Deposit.** Upon execution and delivery of this Lease, Tenant will deposit the sum of Fifteen thousand Dollars (\$15,000) with Landlord, as security for the full and faithful performance by Tenant of all of the terms, conditions, and covenants of this Lease on Tenant's part to be performed, which sum will be returned to Tenant following the expiration of the Lease term, provided there will not then be an Event of Default or an event that with the giving of notice or

the lapse of time, or both, will constitute an Event of Default. Landlord will have the right (but not the obligation), to apply any part of the deposit to cure an Event of Default of Tenant, and if Landlord does so, Tenant will, upon demand, deposit with Landlord the amount applied, so that Landlord will have the full deposit on hand at all times. If Landlord sells the Premises, Landlord will have the right to transfer the security to the new landlord, and upon so doing Landlord will be released by Tenant from all liability for the return of the security and Tenant will look solely to the new landlord for the return of the security, and this will apply to every transfer made of the security to a new landlord. The security deposited by Tenant under this Lease will not be

mortgaged, assigned or encumbered by Tenant.

25. **Qualification in Georgia.** Tenant represents and warrants to Landlord that it has qualified with the Secretary of State of the State of Georgia to do business in the State of Georgia, and that it has obtained all of the necessary certificates, approvals, authorizations, or otherwise to allow it to operate its business identified above.

26. **Notices.** All notices, consents, demands, communications, or approvals required or permitted by this Lease will be in writing and will be delivered personally or delivered by certified or registered mail, return receipt requested, addressed as follows:

**If to Landlord:**

HH 4987 LLC  
PO BOX 28257  
ATLANTA, GA 30328

**If to Tenant:**

Bloomfield MGMT LLC  
4987 Bloomfield Rd  
Macon GA 31217

Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices will be sent. Notice will be deemed given when delivered, if delivered personally or the next business day if sent by reputable overnight delivery service that provides proof of delivery, or three (3) days after mailing if sent by certified or registered mail, return receipt requested.



27. **Broker.** Each Party represents and warrants to the other no real estate broker was instrumental in effecting this Lease. Tenant will indemnify and defend Landlord from the claim of any broker, that such broker was authorized on behalf of Tenant to make an offer to Landlord with respect to this transaction.

28. **Tenant's Right to Quiet Enjoyment.** Upon paying the rents and other sums required of Tenant under the Lease and faithfully and fully performing the terms, conditions, and covenants of the Lease on Tenant's part to be performed, Tenant will peaceably and quietly have, hold and enjoy the Premises for the Lease term.

29. **Miscellaneous.**

(a) **Validity of Lease.** The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it will not affect the validity of any other provision of this Lease.

(b) **Non-waiver by Landlord.** The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option, or election, or the acceptance by Landlord of the Fixed Annual Rent or Additional Rent from Tenant after any default by Tenant, in any one or more instances, will not act as a waiver or a relinquishment at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options, or elections, and they will continue in full force and effect.

(c) **Entire Agreement.** This Lease contains the entire agreement between the Parties. No representative, agent, or employee of Landlord has been authorized to make any representations, warranties, or promises with respect to the letting, or to vary, alter, or modify the provisions of this Lease. No additions, changes, modifications, renewals, or extensions of this Lease will be binding unless reduced to writing and signed by both parties.

(d) **Effective Law.** This Lease will be governed by, construed, and enforced in accordance with the laws of the State of Georgia without giving effect to its principles of conflicts of law. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other, or with respect to any issue or defense, on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, including summary proceedings and possession actions, and any emergency statutory or other statutory remedy.

(e) **Captions.** The captions of the paragraphs in this Lease are for reference purposes only and will not in any way affect the meaning or interpretation of this Lease.

(f) **Obligations Joint and Several.** If there is more than one party tenant, their obligations under this Lease are joint and several. If Tenant is a partnership, the obligations of Tenant under

this Lease are joint and several obligations of each of the partners and of the partnership.

(g) **Counterparts.** This Lease may be executed in one or more counterparts, each of which will be an original, and all of which constitutes one and the same Lease.

(h) **Landlord's Performance of Tenant's Obligations.** The performance by Landlord of any obligation required of Tenant under this Lease will not be construed to modify this Lease, nor will it create any obligation on the part of Landlord with respect to any performance required of Tenant under this Lease, whether Landlord's performance was undertaken with the knowledge that Tenant was obligated to perform, or whether Landlord's performance was undertaken as a result of mistake or inadvertence.

(i) **Remedies and Rights Not Exclusive.** No right or remedy conferred upon Landlord will be considered exclusive of any other right or remedy, but will be in addition to every other right or remedy available to Landlord under this Lease or by law. Any right or remedy of Landlord may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option, or election to Landlord under this Lease will not impose any obligation on Landlord to exercise the right, remedy, option, or election.

(j) **Signature and Delivery by Landlord.** This Lease is of no force and effect unless it is signed by Landlord and Tenant, and a signed copy of this Lease delivered by Landlord to Tenant. The mailing, delivery or negotiation of this Lease by Landlord or Tenant or any agent or attorney of Landlord or Tenant prior to the execution and delivery of this Lease as set forth in this subparagraph will not be deemed an offer by Landlord or Tenant to enter into this Lease, whether on the terms contained in this Lease or on any other terms. Until the execution and delivery of this Lease as set forth in this subparagraph, Landlord or Tenant may terminate all negotiations and discussions of the subject matter of this Lease, without cause and for any reason, without recourse or liability.



(k) **Inspection, Length of Time of Tenant's Default.** Nothing in this Lease requires Landlord at any time to inspect the Premises to determine whether Tenant is in default of Tenant's obligations under this Lease. Any default by Tenant of the provisions of this Lease for any length of time, and whether Landlord has direct or indirect knowledge or notice of the default, is not a waiver of Tenant's default by Landlord, and Landlord has the right to declare Tenant in default, notwithstanding the length of time the default exists.

(l) **No Offer.** The submission of the Lease to Tenant will not be deemed an offer by Landlord to rent the Premises to Tenant, such an offer only being made by the delivery to Tenant of a Lease signed by Landlord.

(m) **Surrender.** Neither the acceptance of keys to the Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord will be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Premises.

(n) **Drafting Ambiguities; Interpretation.** In interpreting any provision of this Lease, no weight will be given to nor will any construction or interpretation be influenced by the fact that counsel for one of the parties drafted this Lease, each party recognizing that it and its counsel have had an opportunity to review this Lease and have contributed to the final form of this Lease.

(o) **References.** In all references to any persons, entities, or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

(p) **Binding Effect.** This Lease is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and permitted assigns.

(q) **Landlord Defined.** The term "Landlord" in this Lease means and includes only the owner at the time in question of the Premises and, in the event of the sale or transfer of the Premises, Landlord will be released and discharged from the provisions of this Lease accruing after the sale or transfer, but such provisions will be binding upon each new owner of the Premises while such party is an owner.

(r) **Time of the Essence.** Time is of the essence of this Lease.

(s) **No Recordation.** Neither this Lease, nor any memorandum, affidavit, or other writing with respect to this Lease, will be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and recording in violation of this provision will make this Lease voidable at Landlord's election.

(t) **Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period

prior to the termination thereof or subsequent to termination thereof if Tenant abandons the Premises.

(u) **Mortgagee's Rights.** Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt that is now, or may hereinafter be placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination.

(v) **No Estate in Land.** This Lease shall create the relationship of a Landlord/Tenant between the Parties hereto; no estate shall pass from Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant, except by Landlord's consent. Tenant also waives all homestead rights and exemptions that he/she/it may have under any law as against any obligation owing under the Lease.

(w) **Holding Over.** If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the Parties, Tenant shall be 'at will' at the rental rate which is in effect at the end of the Lease; and there shall be no renewal of this Lease under law. If Tenant remains in possession of the Premises after expiration of the term hereof without the Landlord's acquiescence, then, Tenant shall be 'at sufferance', and commencing on the day following the date of such expiration, the monthly rent payable under this form of agreement shall, for each month or part thereof during which Tenant so remains in possession be 115% of the monthly rental was in effect at the end of the Lease.

(x) **Special Stipulations.** Tenants shall keep the store open a minimum of 150 hours per week. Store must maintain a minimum of \$90,000 in inventory at all times. Store must maintain at least 3000 gallons of regular, 1500 gallons of premium, and 1000 gallons of diesel in stock at all times (if store sells fuel). Tenants shall make sure all fueling positions are in working condition at all times. Tenants shall honor any and all contracts the landlord has entered into in terms of the business operations. Landlord has the right to enter the premises to count inventory and confirm contracts at any time. Tenant shall have 24 hours to remedy any issues. If not fixed within 24 hours the lease shall be deemed terminated.

(y) **Returned Checks/Drafts.** Tenant shall be charged the sum of Five Hundred Dollars (\$500.00) for any check returned to the Landlord by Tenant's bank for non-payment of funds or any other reason whatsoever. Landlord may thereafter, at its sole option, insist upon payment of any sums due hereunder (including without limitation the Base Rent) by cashier's check, money order, or certified funds only.

(z) **Extra Services.** If, at the request of Tenant, Landlord chooses, in its sole discretion, to provide Tenant with services in excess of those specified, such extra services shall be furnished to Tenant, at Tenant's cost and expense, at such reasonable charges as may be determined by Landlord, but in no event at a charge less than Landlord's actual cost of administrative services,



labor, equipment, and utilities incurred in connection with such extra services.

- (aa) **Security.** Landlord shall not be liable to Tenant or any other person or entity for any theft, disappearance or loss of any property from the Premises, nor for the acts of other tenants or any other person in the Premises or other building.
- (bb) **Temporary Closure of Common Areas.** Landlord may close temporarily any part of the parking facilities or other portion of the common areas for such periods of time as may be necessary for: (a) temporary use as a work area in connection with the construction of any building(s) or other improvement(s) in or which are to be a part of the Premises, (b) repairs or alterations in or to the common areas or to any sewers, utility facilities or distribution lines located within the common areas, (c) preventing the public from obtaining prescriptive rights in or to the common areas, (d) security reasons, or (e) doing and performing such other acts (whether similar or dissimilar to the foregoing) in, to and with respect to, the Common Areas as in the use of good business judgment the Landlord shall determine to be appropriate for the Premises; provided, however, that Landlord shall use reasonable efforts not to interfere unreasonably with Tenant's business.
- (cc) **Rules and Regulations.** Tenant shall abide by the rules and regulations in regard to the Premises, annexed hereto as Exhibit "B" and all reasonable rules and regulations which Landlord may hereafter, from time to time, adopt and promulgate for the government and management of the Premises. Exhibit "B" is hereby made a part of this Lease and shall, during the said term, and all extensions thereof, be in all things observed and performed by Tenant, its agents, employees and invitees.
- (dd) **Covenants and Restrictions.** Tenant shall abide by all covenants and restrictions of record in the property records of the Superior Court of Houston County, Georgia in regard to the Premises, annexed hereto as Exhibit "C" and all reasonable covenants and restrictions which Landlord may hereafter, from time to time adopt and promulgate for the purpose of maintaining and maintain the Premises. Upon Landlord's request, Tenant shall execute and sign any such acknowledgment as to complying with any covenant and restriction in effect or subsequently adopted. Exhibit "C" is hereby made a part of this Lease and shall, during the said term, and all extensions thereof, be in all things observed and performed by Tenant, its agents, employees, and invitees.
- (ee) **Personal Guaranty.** Tenant acknowledges that this Lease is guaranteed by Hansaben Patel who shall be liable for all costs and expenses associated with this Lease, including, but not limited to, the Fixed Annual Rent, Additional Rent, and such other sums as set forth in this Lease. The Guaranty described herein is attached hereto as Exhibit "D", and incorporated herein by this express reference.
- (ff) **Additional Security.** Tenant acknowledges and agrees that this Lease is further secured by the inventory and assets set forth in Exhibit "E". Tenant agrees to execute such further and other documents to memorialize and evidence such additional security interests, including, but not limited to, the security agreement. Tenant further authorizes the Landlord to execute and file on

behalf of itself and the Tenant, such Uniform Commercial Code Financing Statements as it deems sufficient to perfect such security interest. Such Security Agreement and UCC Financing Statements shall be incorporated and made a part this Lease, and may be attached as a part of

Exhibit "E". The failure to attach the Security Agreement and UCC Financing Statement to this Lease shall not affect the validity of the Tenant's grant of the additional security granted hereby.

(gg) **Attorneys' Fees**. If any rent or other sum owing or otherwise payable under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorneys' fees.

Signatures on the next page.



The undersigned have executed this Lease as of the date first above written:

**Landlord:**

**By:**

**Print Name:** Kunj Patel

**Title:** President

**Date:** 12/1/2023

**Signature:** 

**Tenant:**

**By:**

**Print Name:** Hansaben Patel

**Title:** Owner

**Date:** 12/1/2023

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

**EXHIBIT "A"**

**legal Description**

**EXHIBIT "B"**

**Rules and Regulations**

**EXHIBIT "C"**

**Covenants and Restrictions**

**EXHIBIT "D"**

**Guaranty**

**EXHIBIT "E"**

**Security Agreement**

**(Inventory / Asset)**

## 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: HANSA Patel Date: 4/16/24

Business Name: EXTRAMILE CHEVRON

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

This 16<sup>th</sup> day of April, 2024

Caroline J Atkins  
NOTARY PUBLIC  
Houston County, GEORGIA  
My Commission Expires 07/25/2024

Caroline J Atkins  
Notary Public

7/25/24  
My Commission Expires

## Ownership/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: Hansa Patel Date: 4/16/24  
(If different from Agent)

Title: OWNER

Business Name: EXTRAMILE CHEVRON

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

This 16<sup>th</sup> day of April, 2024

Caroline J Atkins  
NOTARY PUBLIC  
Houston County, GEORGIA  
My Commission Expires 07/25/2024

Caroline J Atkins  
Notary Public

7/25/24  
My Commission Expires



|                                                        |
|--------------------------------------------------------|
| <b>PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM</b> |
|--------------------------------------------------------|

**Business Name:** EXTRA MILE CHEVRON

**Business Address:** 4987 BLOOMFIELD Rd MACON GA 31206

**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 the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that 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.

Hansa Patel  
Applicant/Agent Signature

5.29.24  
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, select option "0" 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

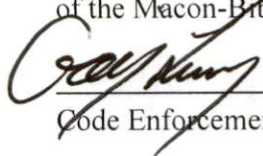
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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:** EXTRA MILE CHEVRON

**Business Address:** 4987 Bloomfield Rd Macon GA 31206

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

5/24/24  
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.

Hansa Patel  
Applicant/Agent Signature

5-29-24  
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>.

Hansa Patel

Signature

HAANSA pAtel

Print Name

05/29/24

Date



### Alcohol License Questionnaire

Name of Business: EXTRAMILE CHEVRON  
 Owner's Name: HANSA PATEL  
 Address: 680 Lakeview Rd Apt 1508  
WARRNER ROBINS GA 31088

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

Hansa Patel  
Signature

HANSA PATEL  
Print Name

05/29/24  
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:** EXTRAMILE CHEVRON

**Business Address:** 4987 Bloomfield Rd MACON GA 31206

☒ **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

Hansu Patel  
Applicant/Agent Signature

5-29-24  
Date

## 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 # |



Bus. owner

# Macon-Bibb County

## Certificate of Good Standing

1. Name and Title of the applicant: Bloomfield man 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):

|                                                                 |                                                                     |                                                     |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plat Approval                              | <input type="checkbox"/> Building Inspection Report | <input type="checkbox"/> Certificate of Occupancy             |
| <input type="checkbox"/> Alcohol License (Any)                  | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment      | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> 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.

Hemsey Patel Hemsey

Print and Sign Name

Sworn to and subscribed before me this 17 day of April, 2024

Jennifer M. Baer  
Notary Public

My Commission Expires: 9/17/27



Page 2 of 2

Rev. April 2022  
See O-22-0011

Property Owner

# Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: [ HH 4987 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):

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

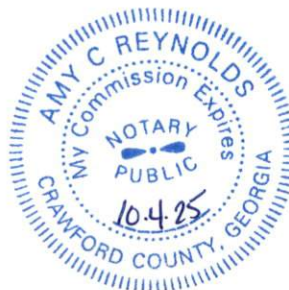
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

Ashok  
Print and Sign Name

Sworn to and subscribed before me this  
18th day of April, 2024.

Amy Reynolds  
Notary Public  
My Commission Expires: 10/4/2025







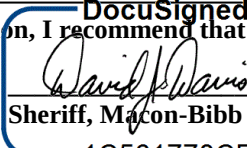
Tax Commissioner's Office  
188 Third Street, Macon, Georgia 31201  
Mail to: Tax Commissioner's Office PO Box 4503  
Macon, GA 31208-4503

**OFFICE USE ONLY**  
**ALCOHOL APPLICATION**

Applicant Name: Hansa Patel – Fingerprints Completed: 6/5/2024

Business Name: Bloomfield MGMT LLC DBA Extramile Chevron

Business Address: 4987 Bloomfield Rd Macon GA 31206

|                                                                        |                                                                                                                           |                   |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------------|
| After investigation, I recommend that the license requested herein be: |                                                                                                                           |                   |
| Granted                                                                | <br>Sheriff, Macon-Bibb County, Georgia | Date<br>6/17/2024 |
| Denied                                                                 | 1C561778CDEE414...                                                                                                        | Date              |

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

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



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

## **Review Form**

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

The following required documents are included in the application:

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

Legal Review 7/10/2024 (Date) <sup>DS</sup>  
SD (Initials)

### **Comments**

Upon review, legal recommends approval.

### **Initials**

<sup>DS</sup>  
SF

Stephanie Freeman, Administrative Office Specialist



ADDED TO THE JULY 16, 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   | Wine Tasting                  | \$500   |
| Sunday Sales                                                                                                                                        | \$300   | Brown Bag              | \$0     | Alcohol Beverage Caterer      | \$600   |
| ✓ Temporary Alcohol License                                                                                                                         | \$100   |                        |         |                               |         |
| _____ Please check here if you are applying for a Business Continuation License.<br>Business Continuation License is <b>25% of applicable fees.</b> |         |                        |         |                               |         |
| *Distilled Spirits (Liquor)                                                                                                                         |         | *Malt (Beer)           |         | *C.O.P. (Consumed on Premise) |         |

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

\$ 2,200 Alcohol License Fees + \$400 Application Fee = \$ 2,700

**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.

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

**BUSINESS**

Federal Tax ID #: 99-2252347 State Tax ID #: 20299205758  
 Business Name: Braddocks Cask & Table Corporate and Trade Name: Braddock Enterprises, LLC  
 Local Business Address: 347 Cotton Ave Macon GA 31201  
 (P.O. Box Not Allowed) City State Zip  
 Mailing Address: 2944 Stuart Dr. Macon GA 31204  
 (City State Zip)  
 Local Business Phone #: 719 930 3714 Email Address: [REDACTED]  
 Contact Person: Ingrid Davis Contact Phone #: [REDACTED]

**AGENT**

Agent's Name: Ingrid Davis Agent's Title: Owner  
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]  
 Home Address: 2944 Stuart Drive City: Macon State: GA Zip: 31204  
 Home Phone #: [REDACTED] Email: [REDACTED]  
 Mailing Address: 2944 Stuart Dr. City: Macon State: GA Zip: 31204

**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: Ingrid Davis Title: Owner  
 Home Address: 2944 Stuart Dr City: Macon State: GA Zip: 31204  
 Home Phone: [REDACTED]  
 Mailing Address: 2944 Stuart Dr City: Macon State: GA Zip: 31204

Rev. 08/23



## 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>Ingrid Petra Davis</u>        |              |               |                        |
| Home Address: <u>2944 Stuart Dr. Macon GA 31204</u> |              |               |                        |
| Sex                                                 | Race         | Date of Birth | Social Security Number |
| <u>F</u>                                            | <u>White</u> |               |                        |



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



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

Signature

Date

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

Date of Inquiry: \_\_\_\_\_ Time of Inquiry: \_\_\_\_\_ Operator's Initials: \_\_\_\_\_

Purpose Code used: (check one)

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

## 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>Brittan Anne Braddock</u>      |                  |               |                        |
| Home Address: <u>2944 Stuart Dr. Macon, GA 31204</u> |                  |               |                        |
| Sex                                                  | Race             | Date of Birth | Social Security Number |
| <u>Female</u>                                        | <u>Caucasian</u> |               |                        |

☒

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

☐

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

Brittan Anne Braddock  
Signature

6/3/24  
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)

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



# Citizenship Affidavit (O.C.G.A. § 50-36-1(e) (2))

Revised 12/2023

This affidavit is being executed by the undersigned applicant to receive a license or permit. As required by law in the state of Georgia, the applicant agrees to provide a secure and verifiable document demonstrating their eligibility for the public benefit they have requested.

By executing this affidavit under oath, as an applicant for: (Check all that apply)

- ☒ State Alcohol License      ☐ State Alcohol Permit      ☐ Alcohol Special Event License  
☐ State Tobacco License      ☐ State Tobacco Permit      ☐ Tobacco Special Event License  
☐ Motor Fuel Distributor License

as referenced in O.C.G.A § 50-36-1, from the Georgia Department of Revenue, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United States citizen.  
2) + I am a legal permanent resident of the United States.  
3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency, and my alien number is \_\_\_\_\_.

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, and such can best be classified as:

Check which secure and verifiable document was provided. You must submit a front and back copy of a Secure and Verifiable Document with this Affidavit.

- ☐ Driver's License      ☐ Passport      ☒ Green Card/Permanent Resident  
☐ Employment Authorization      ☐ Certificate of Citizenship      ☐ Other: \_\_\_\_\_

A complete list of Secure and Verifiable Documents may be found at <http://dor.georgia.gov/citizenship-affidavit-secure-and-verifiable-documents> or on the Georgia Attorney General's website. For more information, please refer to <http://dor.georgia.gov/verification-citizenship>.

## Signature Section

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.

Executed in Macon (city), GA (state)

[Signature]  
Signature of Applicant

Ingrid Lewis  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

24<sup>th</sup> DAY OF May, 2024

[Signature]  
NOTARY PUBLIC  
My Commission Expires:



Case Result | Case Status: Status Returned



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized

The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the [Guide to Understanding SAVE Verification Responses](#) for additional information.

Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number: 0024152142341PQ

Class of Admission (COA) Code: IR2

Country of Birth: DEU - GERMANY

Date Admitted To: INDEFINITE

Agency Submitted Details

Full Name: Ingrid Davis

Date of Birth: [REDACTED]

Alien Number: [REDACTED]

Initiated On: 05/31/2024

Initiated By: JREN0851

Point of Contact Name: Jennifer Renfro

Point of Contact Phone Number: [REDACTED]

Requested Benefits: Occup. Tax Cert.

Attached Document: No

- [U.S. Department of Homeland Security](#)
- [U.S. Citizenship and Immigration Services](#)
- [Accessibility](#)
- [Browser Support](#)
- [Plug-ins](#)
- [Site Map](#)
- [V37.1 ICA](#)
- [V38 ICA - Draft](#)



Provide Feedback



# Citizenship Affidavit (O.C.G.A. § 50-36-1(e) (2))

Revised 12/2023

This affidavit is being executed by the undersigned applicant to receive a license or permit. As required by law in the state of Georgia, the applicant agrees to provide a secure and verifiable document demonstrating their eligibility for the public benefit they have requested.

By executing this affidavit under oath, as an applicant for: (Check all that apply)

- ☒ State Alcohol License      ☐ State Alcohol Permit      ☐ Alcohol Special Event License  
☐ State Tobacco License      ☐ State Tobacco Permit      ☐ Tobacco Special Event License  
☐ Motor Fuel Distributor License

as referenced in O.C.G.A § 50-36-1, from the Georgia Department of Revenue, 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.  
2) \_\_\_\_\_ I am a legal permanent resident of the United States.  
3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency, and my alien number is \_\_\_\_\_.

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, and such can best be classified as:

Check which secure and verifiable document was provided. You must submit a front and back copy of a Secure and Verifiable Document with this Affidavit.

- ☒ Driver's License      ☐ Passport      ☐ Green Card/Permanent Resident  
☐ Employment Authorization      ☐ Certificate of Citizenship      ☐ Other: \_\_\_\_\_

A complete list of Secure and Verifiable Documents may be found at <http://dor.georgia.gov/citizenship-affidavit-secure-and-verifiable-documents> or on the Georgia Attorney General's website. For more information, please refer to <http://dor.georgia.gov/verification-citizenship>.

## Signature Section

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.

Executed in   Macon   (city),   Georgia   (state)

  Brittan A. Braddock    
Signature of Applicant

  Brittan A. Braddock    
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

  24<sup>th</sup>   DAY OF   May  , 20  24  

  Annie L. Stephens    
NOTARY PUBLIC

My Commission Expires:



## MEASUREMENT FORM

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

**APPLICANT:** INGRID DAVIS  
**PROPOSED LICENSE:** BEER, WINE, AND LIQUOR CONSUMED ON PREMISES  
**BUSINESS LOCATION:** 347 COTTON AVE.  
**BUSINESS NAME:** BRADDOCK ENTERPRISES, LLC. DBA BRADDOCK'S  
CASK & TABLE

#### To Be Completed by County Engineer

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

☒ X Comply ☐ Does not comply

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

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

☐ Yes ☐ No ☒ X Not Applicable

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

Date: 5-30-2024

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



## CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

*YCB*  
*OK*  
*Wg* → *Amended*  
*5-24-24*

ALCOHOLIC TREATMENT CENTER property line

*River Edge 3200'*

MHA housing unit property line

*Davis Homes 5050'*



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 |
|-----------|--------------|-----------------------------------------|----------|---------|------|-------|
| 142285    | 555114       | Print Legal Ad-IPL01743950 - IPL0174395 |          | \$46.36 | 1    | 29 L  |

Attention: Ingrid Davis  
Braddock Enterprises, LLC  
2944 Stuart Drive  
Macon, GA 31204



GEORGIA, BIBB COUNTY  
NOTICE OF INTENT TO FILE REQUEST  
FOR Beer, Wine, Liquor/On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the May 29, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Braddock Enterprises, LLC, dba/ Braddock's Cask & Table, 347 Cotton Avenue, Macon, GA 31202. 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 May 22, 2024. Ingrid Davis, Applicant  
IPL0174395  
May 22, 29 2024

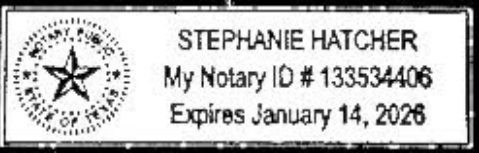
To Whom It May Concern:  
  
This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:  
05/22/24, 05/29/24

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

*Willmenta Serrano*  
Sworn to and subscribed before me this 29th day of May in the year of 2024

*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-2024-957   | PERMIT TYPE: Permitted Use                         | DATE OF ISSUE: 06/06/2024 |
| ISSUED TO NAME:          | Ingrid Davis                                       |                           |
|                          | Braddock Enterprises, LLC/ Braddock's Cask & Table |                           |
| PROPERTY OWNER'S NAME:   | Griffith Downtown Investment, LLC                  |                           |
| PROPOSED USE:            | Change of ownership<br>to allow a restaurant       |                           |
| ADDRESS OF PROPOSED USE: | 347 COTTON AVE                                     |                           |
| NEW CONSTRUCTION:        | No                                                 |                           |
| MAP/PARCEL:              | R073-0237                                          | ZONING DISTRICT: CBD-1    |

### PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a restaurant with alcohol consumed on premise within an existing commercial building. The restaurant will be a full service, casual fine dining restaurant that will be open Tuesday through Saturday, from 4-10PM. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Signage will require a separate application for certificate of appropriateness. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 06/06/2025

APPROVED BY: Butch Sementilli

### NOTICE

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

Control Number : 24058016

# 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

**Braddock Enterprises, LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **03/22/2024** 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 **03/21/2024**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State



ARTICLES OF ORGANIZATION

\*Electronically Filed\*  
Secretary of State  
Filing Date: 3/19/2024 10:07:47 AM

BUSINESS INFORMATION

CONTROL NUMBER 24058016  
BUSINESS NAME Braddock Enterprises, LLC  
BUSINESS TYPE Domestic Limited Liability Company  
EFFECTIVE DATE 03/22/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS 2944 Stuart Drive, Macon, GA, 31204, USA

REGISTERED AGENT

| NAME               | ADDRESS                                  | COUNTY |
|--------------------|------------------------------------------|--------|
| Ingrid Petra Davis | 2944 Stuart Drive, Macon, GA, 31204, USA | Bibb   |

ORGANIZER(S)

| NAME               | TITLE     | ADDRESS                                  |
|--------------------|-----------|------------------------------------------|
| Brittan A Braddock | ORGANIZER | 2944 Stuart Drive, Macon, GA, 31204, USA |
| Ingrid Petra Davis | ORGANIZER | 2944 Stuart Drive, Macon, GA, 31204, USA |

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Ingrid P Davis  
AUTHORIZER TITLE Member

## 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: Braddock's  
Cask & Table Name of Corporation: Braddock Enterprises, LLC

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

### **Individual:**

Name and Title: Ingrid Davis Owner Telephone Number: [REDACTED]

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

Residential Street Address: 2944 Stuart Drive Macon GA 31204

P.O. Box Not Allowed (City State Zip)

Mailing Address: Same  
(City State Zip)

### **Type of Entity and Business Interest:**

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
  - ☐ General Partner holding \_\_\_\_\_% of all outstanding 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 Member: 2
  - ☐ Member holdings 50 % of all outstanding membership interests.
- ☐ Privately Held Corp./Company
  - ☐ Corporate Officer: Yes ☐ No ☐
- ☐ Other
  - ☐ Other person exercising operational authority over the entity: \_\_\_\_\_



## 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: Braddocks  
Cask & Table Name of Corporation: Braddock Enterprises, LLC

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

### Individual:

Name and Title: Brittan Braddock owner Telephone Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Residential Street Address: 2944 Stuart Dr. Macon, GA 31204

P.O. Box Not Allowed (City State Zip)

Mailing Address: Same  
(City State Zip)

### Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
  - ☐ General Partner holding \_\_\_\_\_% of all outstanding 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 Member: 2
  - ☐ Member holdings 50 % of all outstanding membership interests.
- ☐ Privately Held Corp./Company
  - ☐ Corporate Officer: Yes ☐ No ☐
- ☐ Other
  - ☐ Other person exercising operational authority over the entity: \_\_\_\_\_



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

## Alcohol Handler's Beverage License Application

### APPLICANT

First Name: Ingrid Last Name: Davis  
Home Address: 2944 Stuart City: Macon State: GA Zip: 31204  
Home Phone #: [REDACTED]  
Date of Birth: [REDACTED] Social Security Number: [REDACTED]  
Mailing Address: 2944 Stuart Dr. City: Macon State: GA Zip: 31204

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 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

### CERTIFICATION

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

Applicant's Signature: [Signature] Date: 6-10-24

I hereby certify that Ingrid Davis 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 10 day of June, 2024.

Jasmine Barnes  
Notary Public



03.11.2025

My Commission Expires



# Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

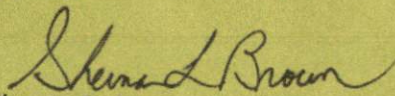
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at [ServSafe.com](http://ServSafe.com).

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 25249968  
CARD # 25561162

## ServSafe Alcohol® CERTIFICATE



INGRID DAVIS

NAME

4/28/2024

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

**NOTE:** You can access your score and certification information anytime at [ServSafe.com](http://ServSafe.com).

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at [ServiceCenter@restaurant.org](mailto:ServiceCenter@restaurant.org) or 800.765.2122, ext. 6703.

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Sherman Brown  
Executive Vice President, National Restaurant Association Solutions

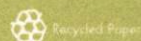
This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.



233 South Wacker Drive  
Suite 3600  
Chicago, IL 60606-6383  
1.800.SERVSAFE  
312.715.1010 in the Chicago area  
[ServSafe.com](http://ServSafe.com)

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**Ingrid Davis**



**AH001341**

**ALCOHOL HANDLER**

**EXP: 12/31/2024**





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

## Alcohol Handler's Beverage License Application

### APPLICANT

First Name: Brittan Last Name: Braddock  
Home Address: 2944 Stuart Dr City: Macon State: GA Zip: 31204  
Home Phone #: [REDACTED]  
Date of Birth: [REDACTED] Social Security Number: [REDACTED]  
Mailing Address: 2944 Stuart Dr City: Macon State: GA Zip: 31204

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 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

### CERTIFICATION

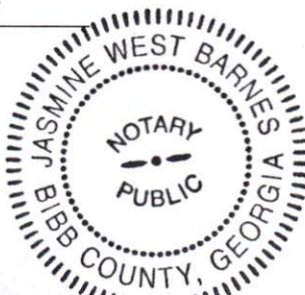
I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Brittan Anne Braddock 6/10/24  
Applicant's Signature Date

I hereby certify that Brittan Braddock 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 10 day of June, 2024.

Jasmine Boney  
Notary Public



03.11.2025  
My Commission Expires



# Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

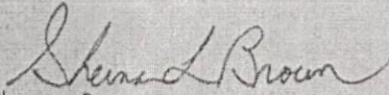
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at [ServSafe.com](http://ServSafe.com).

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



**ServSafe**  
National Restaurant Association

ID # 25250013  
CARD # 25861170

**ServSafe Alcohol® CERTIFICATE**



BRITTAN BRADDOCK

NAME \_\_\_\_\_

4/28/2024

DATE OF EXAMINATION \_\_\_\_\_

Card expires three years from the date of examination. Local laws apply.

This certificate confirms completion of the ServSafe Alcohol responsible alcohol service program.

*Sherman Brown*

Sherman Brown  
Executive Vice President, National Restaurant Association Solutions

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17110801 41711

**NOTE:** You can access your score and certification information anytime at [ServSafe.com](http://ServSafe.com).

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at [ServiceCenter@restaurant.org](mailto:ServiceCenter@restaurant.org) or 800.765.2122, ext. 6703.

In Alaska you must laminate your card for it to be valid.

NATIONAL  
RESTAURANT  
ASSOCIATION

233 South Wacker Drive  
Suite 3600  
Chicago, IL 60606-6383  
7-PLAN SERVSAFE  
312.715.1010 in the Chicago area  
[ServSafe.com](http://ServSafe.com)

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# **Brittan Braddock**



## **AH001339**

### **ALCOHOL HANDLER**

### **EXP: 12/31/2024**

# COMMERCIAL LEASE AGREEMENT

## (Standalone Single-Tenant Building)



For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Landlord (**Griffith Downtown Investment, LLC**) and the undersigned Tenant (**Braddock Enterprises, LLC**) do hereby agree as follows:

A. **PRIMARY TERMS.** The primary terms of this Lease are set forth in this Section and are subject to the explanations and clarifications set forth in Corresponding Paragraphs Section B of the Lease.

**Lease.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Premises identified herein on this date of **March 22, 2024** on the terms and conditions which are set forth below.

- 1. Agreement to Lease: Property Address:**  
Unit ground lev City Macon County Bibb 347 Cotton Avenue Georgia, Zip 31201 ("Premises")
- 2. Use:** Tenant acknowledges that Tenant has inspected Premises and that it is for Tenant's intended use. The Premises shall be used for the following use: the retail sales of food & alcohol Current Zoning: CBD-1
- 3. Term and Possession: Lease Start Date:** March 22, 2024 **Last Day of Lease ("Lease End Date"):** May 31, 2027  
Tenant may terminate this Agreement without penalty if possession is not granted within 30 days of the Lease Start Date ("Approved Delay Period").

### 4. Rent.

- a. Rent:** Rent shall be payable to Griffith Downtown Investment, LLC and delivered to: P.O. Box 779 Macon, GA 31202 on the 1st of each month. ("Rent Payment Address") unless another address is specified by the above-referenced party receiving the rent following the notice provisions herein. This amount does not include taxes, insurance, maintenance and/or other additional expenses due from Tenant.
  - Year 1 Rent \$ 5,000.00 per month
  - Year 2 Rent (if applicable) \$ 5,000.00 per month
  - Year 3 Rent (if applicable) \$ 5,200.00 per month
  - Year 4 Rent (if applicable) \$ na per month
  - Year 5 Rent (if applicable) \$ na per month
  - For terms longer than five (5) years or rent structures other than stated increases, see Special Stipulations.
- b. Due Date for Rent:** Rent is due by the 1st day of the month. Rent may be paid in any of the forms checked here: ☒ Check ☒ Cash ☒ Certified Check ☒ Money Order ☐ Credit Card ☐ ACH or ☒ EFT.
- c. Late Date and Additional Rent for Late Payment:** Rent paid after 3:00 p. m. on the 10th day of the month shall be late and must include additional rent of 10 % of the rent due as liquidated damages ("Additional Rent for Late Payment").
- d. Credit Card:** If rent is paid by Credit Card, rent must include a credit card convenience fee of na.
- e. Service Charge:** Tenant shall immediately pay Landlord a service charge of \$ 25.00 ("Service Charge") for all dishonored checks or rejected electronic (ACH) payments.

- 5. Security Deposit.** Tenant shall pay a security deposit of \$ na by: ☐ Check ☐ Cash ☐ Certified Check ☐ Money Order ☐ Credit Card ☐ ACH or ☐ EFT. Security deposit shall be paid not later than the Lease Start Date. Landlord's signature below does not constitute receipt of the security deposit. Landlord shall provide Tenant with a receipt for the security deposit once said deposit has been paid.

- 6. Notice Not to Renew Lease.** A party electing not to renew the Lease (so long as it has a definite term) shall be required to provide 60 days notice of the same to the other party. If the Lease becomes a month to month agreement, Landlord shall provide 60 days notice of termination, and Tenant shall provide 60 days notice of termination.

- 7. Subletting.** No subletting of any kind is permitted except with the prior written consent of Landlord.

- 8. Utilities.** Utilities provided by Landlord as part of rent on Premises: ☐ Water ☐ Sewer ☐ Trash Pickup ☐ Electric ☒ None  
ALL OTHER UTILITIES OR SERVICES TO THE PREMISES SHALL BE THE RESPONSIBILITY OF THE TENANT.

- 9. Holding Over Fee.** The daily fee for holding over beyond the expiration of the Lease is \$ rent increase of 150%.

### 10. Certain Liquidated Damages Paid By Tenant.

- a. Fee to Halt Dispossession Action:** The fee paid by Tenant to halt dispossession actions in certain situations as set forth elsewhere herein shall be \$ na ("Fee to Halt Dispossession Action") plus an Administrative Fee of \$ na per occurrence.
- b. Denial of Access Charge:** Tenant agrees to pay \$ na for each incident where Tenant denies Landlord access to the Premises ("Denial of Access Fee") as described elsewhere herein.

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CF31, Commercial Lease Agreement (Single-Tenant Facilities), Page 1 of 10, 01/01/24

Oglethorpe Realty Company, 737 Walnut Street Macon GA 31201  
Heather Knowles

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201  
Phone: 4789544595 Fax: [www.lwof.com](http://www.lwof.com)

347 Cotton Avenue



**11. Brokerage Relationships in this Transaction:**

- a. **Leasing Broker is Heather Moody** and is:
- (1) working with Tenant as a ☐ client or ☒ customer.
  - (2) ☐ acting as a dual agent representing Landlord and Tenant.
  - (3) ☐ acting as designated agent where:

\_\_\_\_\_ has been assigned to exclusively represent Tenant.

- b. **Listing Broker is Heather Moody** and is:

- (1) working with Landlord as a ☒ client or ☐ customer.
- (2) ☐ acting as a dual agent representing Tenant and Landlord.
- (3) ☐ acting as designated agent where:

\_\_\_\_\_ has been assigned to exclusively represent Landlord.

**12. Material Relationship Disclosure:** Broker and/or their affiliated licensees disclose the following material relationships:

na

**13. Property Taxes:** All ad valorem taxes levied against the Premises shall be paid by: [select one. The boxes not checked shall not be a part of this Lease].

- ☒ a. Landlord pays all ad valorem property taxes.
- ☐ b. Tenant pays all ad valorem property taxes.
- ☐ c. Tenant pays as additional rent the amount by which all ad valorem property taxes on the Premises for each tax year exceeds the ad valorem property taxes on Premises for tax year \_\_\_\_\_.
- ☐ d. Other: \_\_\_\_\_.

**14. Leasehold Improvements and Alterations:** Improvements and/or alterations, if any, to be performed by Landlord and/or Tenant to the Premises and the party who is paying the cost to perform the same is addressed in the Improvements and Alterations Exhibit (CF33).**15. Repairs and Maintenance:** Tenant agrees that no representations regarding the Premises or the condition thereof and (except as provided herein) no promises to alter, decorate, improve or repair have been made by Landlord, Broker, or their agents unless specified in this Lease. Except as otherwise provided in the Maintenance and Repair Exhibit (CF32), Tenant shall be responsible for all maintenance and repairs to the Premises.

Tenant(s) Initials

ID

BB

Landlord(s) Initials

WJ

**B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.**

1. **Agreement to Lease.** The parties agree to enter into this Lease for the Premises. The Premises may be part of a larger property ("Property"). If so, Tenant shall have the right to use the common areas of the Property subject to: (a) all rules, regulations and covenants applicable thereto; and (b) the common areas being reduced, modified, altered or being made subject to further use restrictions adopted by Landlord, in its sole discretion, or any community association responsible for the same. While Tenant may use and enjoy the Premises to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Premises is being transferred or conveyed by Landlord to Tenant herein.
2. **Use.** Tenant shall be responsible at all times to comply with all applicable laws, ordinances and regulations dealing with the use and occupancy of the Premises. Tenants shall not permit anything to be done in or about the Premises which in any way conflicts with any law, statute, ordinance, environmental requirements, governmental rule or regulation now in force or which may hereafter be enacted or promulgated.
3. **Term and Possession.** If Landlord is unable to deliver possession of Premises on the Lease Start Date, rent shall be abated on a daily basis until possession is granted. Neither Owner, Landlord or Broker shall be liable for any delay in the delivery of possession of Premises to Tenant.
4. **Rent.** Tenant shall pay rent in advance to Landlord monthly, and on or before the Due Date during the Lease Term to the Rent Payment Address (or at such other address as may be designated from time to time by Landlord in writing). If the Lease Start Date or the Lease End Date is on the second day through the last day of any month, the rent shall be prorated for that month. Mailing the rent payment shall not constitute payment. Rent must be actually received by Landlord to be considered paid. Tenant acknowledges that all funds received by Landlord will be applied to the oldest outstanding balance owed by Tenant to Landlord. Rent not paid in full by the Due Date shall be late. Landlord may, but shall have no obligation to accept any rent paid after the Due Date. If late payment is made and Landlord accepts the same, the payment must include Additional Rent for Late Payment in the form of cash, cashier's check, certified check or wire transfer of immediately available funds, and if applicable, the Service Charge for any returned check. Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.
5. **Security Deposit.**
  - a. **Deposit of Same:** Holder shall deposit Security Deposit within five (5) banking days of receiving the same into the bank and account referenced herein. If Landlord is managing the Premises, the Security Deposit may be deposited in a general account, and it will be co-mingled with other funds of Holder.
  - b. **Security Deposit Check Not Honored:** In the event any Security Deposit check is dishonored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify all parties to this Lease of the same. Tenant shall have three (3) banking days after notice to deliver good funds to Holder. In the event Tenant does not timely deliver good funds, Landlord shall have the right to terminate this Lease upon notice to Tenant.



- c. **Return of Security Deposit:** The balance of the Security Deposit to which Tenant is entitled shall be returned to Tenant by Holder within thirty (30) days after the termination of this Lease or the surrender of Premises by Tenant, whichever occurs last; provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given the required written notice to vacate; (3) the Premises is clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage to the Premises except for normal wear and tear; and (6) all keys to the Premises and to recreational or other facilities, access cards and gate openers, if any, have been returned to Landlord or Manager.
  - d. **Deductions from Security Deposit:** Holder shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises caused by Tenant, Tenant's employees, contractors, invitees, licensees and guests, other than normal wear and tear; (2) unpaid rent, or utility charges; (3) cleaning costs if Premises are left unclean; (4) the cost to remove and dispose of any personal property, except for fixtures that have been made a part of the Premises; and (5) late fees and any other unpaid fees, costs and charges referenced herein.
  - e. **Right of Holder to Interplead Security Deposit:** If there is a bona fide dispute over the Security Deposit, Holder may, (but shall not be required to), interplead the funds into a court of competent jurisdiction upon notice to all parties having an interest in the Security Deposit. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys' fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys' fees and court costs and the amount deducted by Holder from the non-prevailing party. All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse the Security Deposit made in accordance with the requirements of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.
6. **Notices.**
- a. **Required Notice to Lease Termination or Raising the Rent:** Either party must provide the other party with the number of days notice to terminate the Lease set forth elsewhere herein. Landlord must provide Tenant with the same number of days notice prior to increasing the rental rate.
  - b. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Lease becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
  - c. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
  - d. **When Broker Is Authorized to Accept Notice for Client:** No Broker shall have the authority to accept notice on behalf of a Tenant or Landlord except that a Broker acting as the Manager hereunder shall be authorized to receive notices on behalf of Landlord and notices delivered to Manager shall for all purposes herein be deemed to be notice to Landlord provided that the notice is delivered to Manager following the notice proceedings set forth here to Manager's address, facsimile number or e-mail address of Manager set forth herein (or subsequently provided by the Manager to Tenant following the notice provisions herein) even if it is not opened by the recipient.
7. **Subletting.** Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord which consent may be withheld for any reason or for no reason. Landlord shall have the right to assign this Lease to a subsequent owner of the Premises.
8. **Utilities.** Except as provided herein, Landlord shall have no responsibility to connect utilities the responsibility of which to pay for shall be that of the Tenant. Tenant shall select and connect all utilities to be paid for by Tenant within three (3) banking days from the commencement of the Lease and shall keep these utilities on through the end of the Lease. In the event Landlord fails to disconnect any utilities serving the Premises after completing the move in inspection and Tenant receives the benefit of such utilities paid for by Landlord, Tenant shall, upon receiving a bill for the same, immediately pay the cost thereof as additional rent to Landlord. In addition, Tenant shall immediately cause any such utility to be transferred to Tenant's name so that the bill goes to and is paid directly by Tenant.
9. **Holding Over.** Tenant shall have no right to remain in the Premises after the termination or expiration of this Lease. Should Tenant fail to vacate the Premises upon the termination or expiration of this Lease, Tenant shall pay Landlord the per day Holding Over Fee set forth elsewhere herein for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the Holding Over Fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same.
10. **Certain Liquidated Damages Paid by Tenant.** It is acknowledged by Landlord and Tenant with respect to any reference in the Lease to liquidated damages, that the actual damages of the party being paid such damages are hard to calculate and that the liquidated damages referenced in the Lease are a reasonable pre-estimate of the party's actual damages and not a penalty.
- a. **Amount Paid to Terminate Lease Early:** If the parties have agreed elsewhere herein, Tenant shall have the right to terminate this Lease early by paying amounts set forth in Section A(10) as liquidated damages.



- b. **Fee to Halt Dispossession Action:** Landlord can file a dispossession action against Tenant if any rent or other fees and charges owed by Tenant are not paid in full by the Due Date. In the event that a dispossession action is filed against the Tenant and then dismissed prior to a court hearing because Tenant pays the amounts owed, Tenant shall also pay Landlord, as liquidated damages, the Fee to Halt Dispossession Action in the amount set forth elsewhere herein. This fee shall immediately be paid as additional rent along with all other amounts paid to halt the dispossession action.
- c. **Denial of Access, Right of Access, Signage:** Upon 24 hours advance notice to Tenant, Landlord and Landlord's agents shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. and Sunday from 1:00 p.m. to 6:00 p.m. to access the Premises to inspect, repair, and maintain the same and/or to show the Premises to prospective tenants and buyers. In addition, Landlord and Landlord's agents may enter the Premises at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord and Landlord's agents to enter Premises and Property for this purpose. During the last sixty (60) days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord and Landlord's agents may also place a "for rent" or "for sale" sign in the yard or on the exterior of the Premises or on the Property, may install a lockbox and may show the Premises and the Property to prospective tenants or purchasers during the hours listed above. Tenant agrees to cooperate with Landlord and Landlord's agents who may show the Premises and/or Property to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure Tenant's valuables and agrees to hold Landlord and Landlord's agents harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the Denial of Access Fee as liquidated damages in the amount set forth elsewhere herein.

#### 11. **Brokerage Relationships in This Transaction.**

- a. **Agency Disclosure:** In this Lease, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees and employees. No Broker in this transaction shall owe any duty to Tenant or Owner/Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.; The Broker(s) that are party(s) to this Agreement are representing the Landlord and/or Tenant.
- b. **Brokerage:** The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Landlord, and the Leasing Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement.

12. **Material Relationship Disclosure.** For the purposes of this Agreement, a material relationship shall mean any actually known personal, familial, or business relationship between the broker or the broker's affiliated licensees and a client which would impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to another client. Any such material relationship will be disclosed in Material Relationship Paragraph above.

13. **Property Taxes.** All ad valorem property taxes levied against the Premises shall be paid in accordance with the selection made in Section A(13).

14. **Leasehold Improvements and Alteration.** No improvements or alterations to the Premises shall be made without the prior written approval of Landlord. Tenant agrees that all contractors and subcontractors of Tenant performing improvements and alterations shall be properly licensed, maintain general liability insurance in a single limit coverage amount of at least One Million Dollars (\$1,000,000.00) and maintain workers compensation insurance on all of their workers. Tenant shall be responsible for procuring lien waivers from each contractor performing services under this section and providing such lien waivers to Landlord. If Tenant fails to pay the lien or obtain lien waivers from contractors performing these services, then Tenant assumes all costs and responsibility of releasing such liens and such responsibility shall survive this Lease. Landlord, and all reasonable expenses of Landlord in defending any such action or in procuring the discharge of such lien, shall be deemed additional rent hereunder and shall be repaid by Tenant to Landlord on demand.

15. **Repairs and Maintenance.** Tenant agrees that no representations regarding the Premises or the condition thereof and (except as provided herein) no promises to alter, decorate, improve or repair have been made by Landlord, Broker, or their agents unless specified in this Lease. Except as otherwise provided in the Maintenance and Repair Exhibit (CF32), Tenant shall be responsible for all maintenance and repairs to the Premises.

#### C. **OTHER TERMS AND CONDITIONS**

##### 1. **Default.**

- a. **Default Generally:** Tenant shall be in default of this Lease upon the occurrence of any of the following:
  - (1) Tenant fails to abide by any of the terms and conditions of this Lease.
  - (2) Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted).
  - (3) Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.
  - (4) Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant or members of Tenant's household and their invitees, licensees and guests.
  - (5) Prior to the end of the Lease, Tenant either moves out of the Premises or shuts off any of the utilities serving the Premises



- b. **Effect of Default:** If Tenant defaults under any term, condition or provision of this Lease, Landlord shall have the right to terminate this Lease by giving notice to Tenant and pursue all available remedies at law or in equity to remedy the default. All rent and other sums owed to Landlord through the end of the Lease term shall immediately become due and payable upon the termination of the Lease due to the default of Tenant. Such termination shall not release Tenant from any liability for any amount due under this Lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent. Notwithstanding anything to the contrary contained herein, in the event of a non-monetary default by Tenant that is reasonably capable of being cured, Landlord shall give Tenant notice of the same and a three (3) day opportunity to cure the default.

2. **Tenant's Responsibilities.**

- a. **Freezing of Pipes:** To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32°F, Tenant shall: (1) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and (2) leave the faucets dripping.
- b. **Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises or Property that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises. Tenant acknowledges having read the "A Brief Guide to Mold, Moisture in Your Home" found at [www.epa.gov](http://www.epa.gov) and shall follow the recommendations contained herein.
- c. **Access Codes:** Landlord shall provide Tenant with all access codes to all entrance gates and security systems, if any, located on the Premises or the Property. Within three (3) business days of vacating the property Tenant will provide Landlord with all access that are currently in use for entrance gates and security systems located on the Premises or the Property.
- d. **Premises Part of Community Association:** If the Premises or a part of the Property are subject to either a Declaration of Condominium, a Declaration of Covenants, Conditions and Restrictions, rules and regulations adopted pursuant to the Declaration and/or other similar documents (hereinafter collectively "C.A. Documents"). Tenant agrees to strictly comply with all use and occupancy restrictions contained therein in using the Premises and the Property. In the event any fine or specific assessment is levied against the Premises or the Owner thereof as a result of Tenant violating the use and occupancy restrictions set forth in the C.A. Documents, Tenant shall immediately pay the same to Landlord as additional rent.

3. **Rules and Regulations.** Tenant shall be responsible for violations of these Rules and Regulations caused by Tenant, any occupant of the Premises and their guests, invitees, licensees and contractors.

- a. No goods or materials of any kind or description which exceed the normal structural weight loads for the Premises or Property, are combustible or would increase fire risk or increase the risk of other injuries or casualties, shall be kept or placed on the Premises or Property.
- b. Any product or material that is a potential environmental hazard shall only be disposed of in accordance with all applicable federal laws and regulations.
- c. Tenant shall not use the Premises or the Property for any use or purpose that constitutes a nuisance or attractive nuisance, as determined in the reasonable discretion of Landlord, or materially increases the potential liability or risk of claims against Landlord or Landlord's agents.

4. **Personal Property Loss and Personal Injury: Statute of Limitations.** Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's sole risk. Tenant has been advised to obtain renter's insurance that provides comprehensive insurance for damage to or loss of Tenant's personal property. Tenant agrees to look solely to Tenant's insurance carrier for reimbursement of losses resulting from such events and hereby indemnifies and agrees to hold Landlord harmless from any claims, causes of action or damages relating to the same. Landlord shall have no responsibility or liability for Tenant's personal property. Any and all claims of Tenant and other occupying the Premises pursuant to the Lease for property damage and/or personal injury sounding in breach of contract and/or tort shall be brought within one (1) year of the date of the damage and/or injury or shall be extinguished.

5. **Disclaimer.**

- a. **General:** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that no Broker shall have any responsibility to advise Tenant and/or Landlord on any matter including but not limited to the following except to the extent Broker has agreed to do so in a separately executed Property Management Agreement: any matter which could have been revealed through a survey, title search or inspection of Property or Premises; the condition of the Premises or Property, any portion thereof, or any item therein; building products and construction and repair techniques; the necessity of any repairs to Premises or Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; any condition(s) existing off the Premises and Property which may affect the Premises or Property; and the uses and zoning of the Premises and Property whether permitted or proposed. Tenant and Landlord acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant and Landlord acknowledge that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to the Premises or Property and such tasks clearly fall outside the scope of real estate brokerage services.
- b. **Construction Disclaimer:** Tenant acknowledges that the Premises, or portions thereof, may have been constructed at times when different and less stringent building codes were in place. Tenant shall not assume that the Premises or Property are energy efficient or contain products or features designed to protect residents against injuries or damage that might exist if the Premises and Property had been constructed in accordance with all current building codes.



**6. Miscellaneous.**

- a. **Time of Essence:** Time is of the essence of this Lease.
- b. **No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the Rules and Regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.
- c. **Definitions:** Unless otherwise specifically noted, the term "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property and the term "Tenant" shall include Tenant's heirs and representatives. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease.
- d. **Entire Agreement:** This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.
- e. **Attorney's Fees, Court Costs and Costs of Collection:** Whenever any monies due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection.
- f. **Indemnification:** Tenant agrees to indemnify and hold Landlord, Broker and Manager harmless from and against any and all injuries, damages, losses, suits and claims against Landlord, Broker and/or Manager arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with local, state or federal law; (4) any judgment, lien or other encumbrance filed against the Premises or Property as a result of Tenant's actions and any damage or injury happening in or about the Premises or Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (5) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs and Tenant covenants not to sue Landlord, Broker or Manager with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker and Manager harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or property owners' association fees on the Property or not fulfilling the Landlord's obligations under this lease. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees, employees and if Broker is a licensed real estate brokerage firm, then officers, directors and owners of said firm.
- g. **Governing Law:** This Lease may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia. This Lease is not intended to create an estate for years on the part of Tenant or to transfer to Tenant any ownership interest in the Premises or Property.
- h. **Security Disclaimer:** Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which the Premises and Property is located; and (2) while Landlord may from time to time do things to make the Premises and Property reasonably safe, Landlord is not a provider or guarantor of security in or around the Premises and / or the Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's invitees, licensees and guests knowing the risk of crime. If during the term of the Lease any of the above items become broken or fall into disrepair, Tenant shall give notice to Landlord of the same immediately.
- i. **Signage:** Tenant shall ensure all signage complies with local ordinances and property owners' association rules, if applicable, regarding size, placement, quantity, etc.
- j. **Disclosure Rights:** Landlord may disclose information about Tenant to law enforcement officers, governmental officials and for business purposes.
- k. **No Recordation of Lease:** Without the prior written consent of Landlord, neither this Lease nor any memorandum hereof shall be recorded or placed on public record by or on behalf of Tenant.
- l. **Force Majeure:** Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease when prevented from performing by a cause or causes beyond Landlord's control, which shall include, but shall not be limited to, all labor disputes, utility outages caused by the utility provides, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause not within the reasonable control of Landlord.
- m. **Quiet Enjoyment:** So long as Tenant is in full compliance with the terms and conditions of this Lease, Tenant shall be entitled to the quiet enjoyment and possession of the Premises.
- n. **Severability and Interpretation:**
  - (1) If any cause or provision of this Lease shall be deemed illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, the remainder of this Lease shall not be affected by such illegality, invalidity or unenforceability, and this Lease shall thereafter be construed as though such illegal, invalid or unenforceable provision was not contained herein; provided that if such provision is, in the reasonable determination of Landlord, essential to the rights of both parties, Landlord shall have the right to terminate this Lease on sixty (60) days written notice to Tenant.
  - (2) Should any of the provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of the stipulations of this Lease.



7. **Damage/Destruction of Premises.** Notwithstanding any provision to the contrary, if flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants' health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) the Premises, rent shall abate from the date of such destruction. Landlord or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's invitees, licensees, or guests.

In the event the Premises are destroyed or so substantially damaged as to be uninhabitable ("Casualty Event") by fire, flood, storm, mold, other environmental hazards, other casualty or Act of God, then Landlord shall be responsible for making such repairs to Premises if within Landlord's sole opinion all repairs can be substantially completed within 60 days from the date of the Casualty Event without paying overtime or other premiums for labor. For all purposes herein, "substantially completed" shall mean that Landlord has made the repairs and obtained a certificate of occupancy to reoccupy the Premises. Within 21 days from the date of the Casualty Event, Landlord shall notify Tenant whether Landlord is able to make the repairs within 60 days from the date of the Casualty Event. If Landlord gives Tenant notice that the repairs to the Premises cannot be substantially completed within 60 days from the Casualty Event, then either Landlord or Tenant may terminate this Lease within 14 days of receiving Landlord's notice by giving notice to the other party. If neither party terminates the Lease during the 14 day period, then both parties agree that Landlord will make the repairs, regardless of how long it takes, and that Tenant shall then reoccupy the Premises when the repairs are completed and a new certificate of occupancy is issued. Starting from the date of the Casualty Event until such time as repairs are completed and a new certificate of occupancy issued, Landlord shall abate rent in proportion to the amount of the Premises that have been destroyed or substantially damaged. If the Lease is timely terminated by either party, then Tenant shall vacate Premises within thirty (30) days from the date of notice to terminate this Lease. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant, their invitees, licensees, or guests.

8. **Condemnation.** If the Premises or a substantial portion thereof shall be taken by eminent domain, then this Lease shall terminate upon the date (the "Condemnation Date") when the title to said Premises (or the part thereof so taken) shall be transferred to such authority for such use or purpose. If this Lease is so terminated, Tenant's rent hereunder shall be prorated and payable by Tenant to Landlord until the Condemnation Date and Tenant shall surrender the entire Premises on or before the Condemnation Date. However, in the event of a partial taking in which the portion of the Premises not so taken remains reasonably useable by Tenant for the purposes set forth herein; then, with regard only to such portion of the Premises not so taken, this Lease shall not terminate, but, effective as of the Condemnation Date, the Rent hereunder shall be reduced pro rata in proportion to the rentable square footage of the Premises so taken. In any event, Tenant shall have no claim for apportionment of any award paid or payable on account of any such taking, whether total or partial, or for the value of any unexpired term of this Lease, and Landlord shall have no interest in Tenant's award or relocation expenses or loss of business, if any.
9. **Insurance.** Tenant agrees that during the term of the Lease, Tenant will carry and maintain, at its sole cost, the following insurance in the amounts specified and in the form hereinafter provided for. Tenant shall maintain with Landlord a current copy of the insurance policies required herein during the entire term of the Lease.
- a. **General Commercial Liability Insurance:** Such insurance shall cover the Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about Property. The limits of such policy shall be not less than One Million Dollars (\$1,000,000) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease. The policy shall name Landlord and any property manager(s) as additional insureds and shall be carried with an insurance company licensed to do business in Georgia with a Best's Rating of not less than a B+.
  - b. **Property Insurance:** Such insurance shall be an "all-risk" policy covering Tenant's interest in its improvements to Property, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount equal to not less than the full replacement cost as updated from time to time during the term of the Lease less a reasonable deductible. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on Property from fire, accident, or any other casualty.
10. **Mortgagee's Rights.** Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on the Premises or Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above.
11. **GAR Forms.** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.



**12. Beware of Cyber Fraud:** Fraudulent e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

**13. Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:

- ☒ Legal Description Exhibit A
- ☐ Maintenance and Repair Exhibit (CF32) " " "
- ☒ Improvements and Alterations Exhibit (CF33) " **B & C** "
- ☒ Other **347 Cotton Avenue Inventory Summary Exhibit D**
- ☒ Other **Personal Lease Guaranty/Exhibit E & Additional Stipulations 1, Stips 2 & Stips 3**

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

Lease term agreed upon is for the term of 3 years and 2 months & any remaining days in March of 2024.

Free Rent Month: remaining days in March 2024, April, May

Year 1 & 2 defined as 6/1/24 - 5/31/26 at \$5,000/month

Year 3 defined as 6/1/26- 5/31/27 at \$5,200/month Security Deposit is waived by Lessor.

Lessee payments due upon signing lease:

Lessee shall write 1 check in the amount of \$10,200 at the execution of said lease agreement. This check is for first and last month's rent (June 2024 & May 2027).

Commencement date is defined as March 22, 2024 or upon receiving the Certificate of Insurance.

**Liability Insurance:**

Lessee shall maintain at its sole expense during the term hereof, a blanket liability insurance policy covering the premises, which policy has limits of \$1,000,000.00 for injury or death to any one person and \$2,000,000.00 for injury and/or death to any number of persons in any one accident and property damage insurance in an amount of \$100,000.00 in a company satisfactory to Lessor.

Lessee agrees to add the premises to any blanket policies and will cause such insurance policy, as to the premises, to name Griffith Downtown Investment, LLC. as additional insured and to be written, if available, so as to provide that the insurer waives all right of recovery by way of subrogation against Lessor in connection with any loss or damage covered by the policy.

In addition, Lessee shall keep in force workman's compensation or similar insurance to the extent required by law.

Continued... See Addendum Special Stipulations 1

☐ Additional Special Stipulations (F246) are attached.

By signing this Agreement, Tenant and Landlord acknowledge that they have each read and understood this Agreement and agree to its terms.

1 Ingrid Davis  
Tenant's Signature  
Braddock Enterprises, LLC  
Print or Type Name  
03/25/2024  
Date  
idavis3614@gmail.com  
Tenant's E-mail Address

2 Brittan Braddock  
Tenant's Signature  
Braddock Enterprises, LLC  
Print or Type Name  
03/25/2024  
Date  
\_\_\_\_\_  
Tenant's E-mail Address

☐ Additional Signature Page (F931) is attached.

Leasing Broker/Affiliated Licensee Contact Information

Oglethorpe Realty Company  
Leasing Broker  
Heather Moody 03/25/2024  
Broker/Affiliated Licensee Signature

Heather Moody 392612  
Print or Type Name GA Real Estate License #

(478)954-4595  
Licensee's Phone Number Fax Number

heathermoody@oglethorperealtyco.com  
Licensee's E-mail Address

Middle Georgia Association of Realtors  
REALTOR® Membership

737 Walnut Street  
Broker's Address

Macon, GA 31201

(478)954-4595  
Broker's Phone Number Fax Number

ORC01 76895  
MLS Office Code Brokerage Firm License Number

Multiple Listing Number 173864

1 Wes Griffith  
Landlord's Signature  
Griffith Downtown Investment, LLC Wes Griffith  
Print or Type Name  
3/25/24  
Date  
barbie@moonhangergroup.com  
Landlord's E-mail Address

2 \_\_\_\_\_  
Landlord's Signature  
\_\_\_\_\_  
Print or Type Name  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Landlord's E-mail Address

☐ Additional Signature Page (F931) is attached.

Listing Broker/Affiliated Licensee Contact Information

Oglethorpe Realty Company  
Listing Broker  
Heather Moody 03/25/2024  
Broker/Affiliated Licensee Signature

Heather Moody 392612  
Print or Type Name GA Real Estate License #

(478)954-4595  
Licensee's Phone Number Fax Number

heathermoody@oglethorperealtyco.com  
Licensee's E-mail Address

Middle Georgia Association of Realtors  
REALTOR® Membership

737 Walnut Street  
Broker's Address

Macon, GA 31201

(478)954-4595  
Broker's Phone Number Fax Number

ORC01 76895  
MLS Office Code Brokerage Firm License Number

**Binding Agreement Date:** The Binding Agreement Date in this Lease is the date of \_\_\_\_\_ and has been filled in by \_\_\_\_\_.



Exhibit A - Legal Description of Property

The portion leased in said legal description is the ground level commercial restaurant space known as 347 Cotton Avenue Macon, GA 31201.

ID BB  
Tenant's Initials

WQ  
Landlord's Initials

**SPECIAL STIPULATIONS**

2024 Printing

These Special Stipulations are part of the Commercial Lease Agreement for 347 Cotton Avenue Macon, GA 31201

Agreement dated March 22, 2024

[NOTE: The language set forth in this special stipulation(s) is furnished by the parties and is particular to this transaction.]

**Liability Insurance continued:**

Lessee shall deliver said policy or certificate thereof to Lessor and/or Lessor's agent prior to receiving the keys or access to the property.

Should Lessee fail to affect the insurance called for herein, Lessor, may, at its sole option, procure said insurance and pay the requisite premiums, in which event, Lessee shall pay all sums so expended to Lessor, as additional rent following invoice.

Each insurer under the policies required hereunder shall give Lessor fifteen (15) days prior written notice before the policy or policies in question shall be altered or cancelled.

**Alcohol Permits:**

Lessee shall be responsible for obtaining all required beer, wine and liquor license for the retail sales of alcohol.

Lessee must diligently peruse obtaining any and all required alcohol licenses and shall have all formal applications submitted to all local, state and federal government entities as soon as possible.

**Fixtures & Security:**

Items specified on Property Inventory Exhibit C shall be useable to the Lessee during the tenancy of the original lease and any extension of said lease, and shall remain on the leased property permanently. All furniture, fixtures, and equipment on Exhibit C shall remain the property of the Lessor.

**Fixtures that Remain:**

These items are noted as: entry chandeliers, bar lighting, track lighting, kitchen three chamber sinks, and any and all plumbing fixtures.

**Lessee Improvements:**

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

- Add signage
- Alarm System

**Signage:**

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

Buyer's/Tenant's Initials: ID BB

Seller's/Landlord's Initials: WR

Buyer's/Tenant's Broker's Initials: HM  
(or Broker's Affiliated Licensee)

Seller's/Landlord's Broker's Initials: HM  
(or Broker's Affiliated Licensee)

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F246, Special Stipulations, 01/01/24



## SPECIAL STIPULATIONS



2024 Printing

These Special Stipulations are part of the Commercial Lease Agreement for 347 Cotton Avenue Macon, GA 31201

Agreement dated March 22, 2024.

[NOTE: The language set forth in this special stipulation(s) is furnished by the parties and is particular to this transaction.]

It is further mutually agreed as follows:

1. Lessee waives & renounces any and all homestead & exemption rights they may have under or by virtue of the laws of this State, or the United States as against any liability that may accrue under this contract. Lessee agrees to pay in addition to all costs, 15 % attorney fees on any part of said rental that may be collected by suit or by attorney after same has become due.
2. Lessee accepts premises in its present condition & agrees to surrender said premises in as good condition at the expiration of this lease, natural wear & tear expected. Lessor shall not be required to make any repairs or improvements to premises except to keep in good order the roof, exterior walls (not including exterior windows), and abutting sidewalks; provided however that the cost of any such repairs required as a result of the negligence or willful act of Lessee, its customers, licenses, agents servants or employees shall be borne by Lessee.
3. Lessee, at his sole cost & expense, whether the same be property of Lessor or Lessee, shall promptly repair & at all times maintain the leased premises including heating & cooling units & systems in their entirety, store fixtures & equipment, electrical fixtures, equipment & electrical installation, plumbing, plumbing equipment & fixtures, including keeping all drains & pipes open and clear, all machinery & hardware, painting & decorations, & replaces all broken glass including store front, plate, window, security or display glass.
4. Lessee shall be responsible for the loss of or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter of thing in said demised premises or the property of which the premises are a part or for the acts, omissions or negligences of other persons or Lessees in and about the said property. The Lessee agrees to indemnify & save the Lessor & agent harmless from all claims & liability for losses of or damage to property, or injuries to persons occurring in or about the demised premises.
5. In the event of total destruction of the premises by fire or other casualty, this lease shall cease & come to an end & the Lessee shall be liable for rent only up to the time of such destruction. Should the premises leased be partially damaged by fire or other casualty, at any time during the term, the Lessee shall give immediate notice to the Lessor, who shall cause the same to be promptly repaired. A reduction of rent, proportionate to interference to occupancy shall be allowed the Lessee during the time necessary to restore said premises or make the necessary repairs, as the case may be, but no reduction, however, shall be allowed for any interruption by reason of damage of repairs to adjoining or contiguous premises.

Buyer's/Tenant's Initials: ID BB

Seller's/Landlord's Initials: WR

Buyer's/Tenant's Broker's Initials: HM  
(or Broker's Affiliated Licensee)

Seller's/Landlord's Broker's Initials: HM  
(or Broker's Affiliated Licensee)

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F246, Special Stipulations, 01/01/24

## SPECIAL STIPULATIONS



2024 Printing

These Special Stipulations are part of the Commercial Lease Agreement for 347 Cotton Avenue Macon, GA 31201

Agreement dated March 22, 2024.

[NOTE: The language set forth in this special stipulation(s) is furnished by the parties and is particular to this transaction.]

It is further mutually agreed as follows:

6. All alterations, additions & improvements (except trade fixtures put in at the expense of the Lessee) shall remain upon & be surrendered with the premises as a part thereof at the termination of this lease, however, the Lessee is to make no changes of any nature in the premises without first obtaining written consent from the Lessor or his agent. The Lessee also agrees to indemnify the Lessor against loss caused by and mechanic or materialman's lien against the property based on repairs, alterations or improvements undertaken by the Lessee.

### Default & Remedies:

In the event, Lessee fails to pay rent when due, said Lessor has the right, at his option, to declare rental for entire term of this Lease immediately due & payable, to declare the Lease void, cancel the same, re-enter and take possession of the premises.

Lessor, at his option, upon breach of this Lease, may card for rent and sublet the premises in the name of the Lessee (Lessee hereby grants Lessor a limited Power of Attorney to effectuate the same) and hold Lessee liable therefore.

Such subletting on the part of the Lessor will not in any sense be a breach of the Lease on the part of the Lessor, but will be merely acting as agent for the Lessee to minimize damage.

Said Lessor is not required, however, to let same for any other purpose than that specified herein. These rights of the Lessor are cumulative and not restrictive of any other rights under the law, and failure on the part of Lessor to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

Lessor will be entitled to all costs associated with the same, including without limitation, its attorney fees. In the event Lessee fails to pay rent when due, Lessor has the right, at its option to initiate collections and/or dispossession proceeding against the Lessee as previously stated in this Lease. In the event Lessor elects to hire an attorney to collect rent, or handle dispossession proceeding, Lessor shall be entitled to recover all costs of his collection, including courts costs and attorney fees.

An eviction notice will be filed should Lessee not vacate premises after lease termination by either party.

If a personal check bounces once, then personal checks will no longer be accepted as a payment option of rent.

Buyer's/Tenant's Initials: ID BB

Seller's/Landlord's Initials: WJG

Buyer's/Tenant's Broker's Initials: HM  
(or Broker's Affiliated Licensee)

Seller's/Landlord's Broker's Initials: HM  
(or Broker's Affiliated Licensee)

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F246, Special Stipulations, 01/01/24



# IMPROVEMENTS AND ALTERATIONS

## EXHIBIT " B "



2024 Printing

This Improvements and Alterations Exhibit is part of the Lease with a Lease State Date of March 22, 2024 for the lease of that certain Property known as: 347 Cotton Avenue, Macon, Georgia 31201.

Any improvements and/or alterations to be performed by Landlord and/or Tenant to the Premises and who is responsible for paying the cost to perform the same is addressed as follows:

### Exterior of Building:

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

### HVAC:

Lessee shall be fully responsible for all HVAC repair & maintenance. Lessee agrees to maintain a HVAC service maintenance contract that will have the units professionally serviced twice a year.

Lessee will supply Lessor with a copy of the maintenance agreement upon request.

If Lessee doesn't have the HVAC system serviced twice a year and/or does not provide a copy of the said maintenance agreement upon request, Lessee shall become fully responsible for all repairs to said HVAC systems. HVAC filters should be changed monthly in a restaurant or bar.

### Grease Trap & Hood Maintenance:

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

### Annual Backflow Restrictions:

Lessee shall be responsible for the first backflow test, the Lessee becomes responsible annually upon request from Macon Water Authority.

### Roof:

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

### Utilities:

Lessee shall be responsible for paying all utilities including, but not limited to alarm service power, security, internet data services, cable, garbage, water, sewer, gas, pest control, and janitorial services.

Garbage is the responsibility of the Lessee in the downtown area.

Lessee agrees to have the gas account with Gas South, account #3699291791, transferred to Lessee's name. When the lease has ended, lessee will give Lessor time to transfer gas account back to their name and not cancel the gas account.

Lessee agrees not to leave the premises leased unoccupied or vacant nor permit any act which would violate the fire insurance policy; to comply with & carry out all rules, order, and requirement, ordinances & regulations of Federal, State, City and/or County governments.

Tenant's Initials: ID BB

Landlord's Initials: WJG

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CF33, Improvements and Alterations Exhibits, 01/01/24

# EXHIBIT TO AGREEMENT

## EXHIBIT " C "



2024 Printing

This Exhibit is part of the Agreement with an Offer Date of March 22, 2024 for the ☐ purchase and sale and / or ☒ lease of that certain Property known as: 347 Cotton Avenue, Macon, Georgia 31201.

[NOTE: The following language is furnished by the parties and is particular to this transaction.]

### Continued from Improvements & Alterations Exhibit B:

#### Use and Restrictions:

The Lessee agrees that Lessee's employees, customers, invitees or other associated persons shall only occupy said premises during normal business hours 9:00 am-12:00am. Should employees need to be at work earlier than 9:00 am, that is allowed as long as no loud music is played or disruptive behavior that would affect the above tenants. During the normal business hours, music shall stop & doors close at 11:00 PM due to residents living above said premises. The Lessee agrees there shall be no loitering allowed outside of the leased premises, nor any activity which may create a nuisance (ex. loud music) to other Lessee and all activities shall be performed inside the leased premises only. A violation of this paragraph shall give the Lessor the right to terminate this lease at any time with 15 days written notice to Lessee.

Parking is Lessee's responsibility in the downtown area.

Renewal Option: Lessee may exercise their renewal option by submitting in writing 60 days prior to the expiration of lease to Lessor. (One five year lease at market rate.)

#### Personal Guarantee:

Attached hereto as Exhibit E and made a part by reference to add lease agreement is the personal guarantee for the term of the primary lease executed by Ingrid Davis and Brittan Braddock

#### Notice address:

Lessee- Ingrid Davis & Brittan Braddock- 2944 Stuart Drive Macon, GA 31204  
(719) 930-3714

Lessor- Wes Griffith- PO Box 779 Macon, GA 31202

Buyer's/Tenant's Initials: ID BB

Seller's/Landlord's Initials: WG

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F804, Exhibit to Agreement, 01/01/24



# EXHIBIT TO AGREEMENT

## EXHIBIT " D "



2024 Printing

This Exhibit is part of the Agreement with an Offer Date of March 22, 2024 for the ☐ purchase and sale and / or ☒ lease of that certain Property known as: 347 Cotton Avenue, Macon, Georgia 31201.

[NOTE: The following language is furnished by the parties and is particular to this transaction.]

### 347 Cotton Avenue Restaurant Inventory

1. Motak fryer - 1
2. Avantco A-49F-HC 54"; Solid Door Reach-In Freezer- 1
3. Avantco A-49R- HC 54"; Solid Door Reach-In Refrigerator - 2
4. Avantco APT-48-HC 48"; 2 Door Refrigerated Sandwich Prep Table - 1
5. Avantco HBB-50-HC 50"; Black Horizontal Bottle Cooler - 1
6. Bar Height Chairs- 8
7. Bar Stools - 8
8. Carnival King WBM26DGT Non-Stick Double Belgian Waffle Maker with Digital Timer and Temperature Controls - 1
9. Dining Area Chairs- 32
10. Extra Chairs- 3
11. Custom Art Work - 2
12. Galaxy COE3Q Quarter Size Convection Oven - 1
13. Tables (Bar Height)- 2
14. Tables (Regular) -18
15. Toast POS- 3 (1 Hand-held)
16. Server Station - 1 (SIDE BOARD BUFFET)
17. Cooking Performance Group S60-GS24-N Natural Gas 6 Burner 60" Range with 24" Griddle/Broiler and 2 Standard Ovens - 1
18. Gauge 304 Stainless Steel Commercial Work Table with Galvanized Legs and Undershelf- 4
19. Samsung 4K TVs- 2
20. Highchairs- 4
21. Misc. Items - Cameras, Cups/glasses, plates, pots/pans, shelving, decor and all remaining loose smallware items

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

All sinks including but not limited to:

1. Wall Mounted Hand Sink with Gooseneck Faucet and Side Splash - 3
2. 16-Gauge Stainless Steel One Compartment Commercial Sink with Faucet - 2
3. 16-Gauge Stainless Steel Three Compartment Commercial Sink with Drainboard - 1
4. Three compartment sink (bar) - 1
5. Avantco 60" High Wattage Strip Warmer

Buyer's/Tenant's Initials: ID BB

Seller's/Landlord's Initials: WQ

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F804, Exhibit to Agreement, 01/01/24

|                                                        |
|--------------------------------------------------------|
| <b>PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM</b> |
|--------------------------------------------------------|

**Business Name:**Braddock Enterprises LLC**Business Address:**347 Cotton Ave 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 the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.



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

  
Applicant/Agent Signature

6-10-23  
Date

## 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: Ingrid Davis Date: 6-10-24

Business Name: Braddock Enterprises, LLC

I hereby certify that Ingrid Davis (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 10 day of June, 2024

Jasmine Borner  
Notary Public



03.11.2025  
My Commission Expires

## Ownership/Individual Certification

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

Individual/Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(If different from Agent)

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_  
Notary Public

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



## Agent Certification

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

Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_  
Notary Public

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

## Ownership/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: Brittan Braddock Date: 6/10/24  
(If different from Agent)

Title: Owner

Business Name: Braddock Enterprises LLC

I hereby certify that Brittan Braddock (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 10 day of June

Jamie Boney  
Notary Public



03.11.2025  
My Commission Expires

## 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, select option "0" 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:**

Braddock Enterprises LLC

**Business Address:**

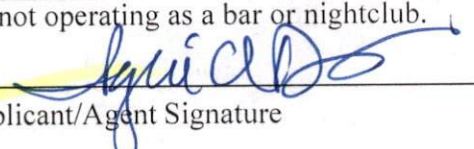
347 Cotton Ave Macon, GA 31201

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

\_\_\_\_\_  
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

6/10/24  
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>.

Ingrid Davis  
Signature

Ingrid Davis  
Print Name

5-16-24  
Date



## Applicant Privacy Rights Notification Signature Form

### Applicant Notification and Record Challenge:

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

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

|                                                                                   |                          |                |
|-----------------------------------------------------------------------------------|--------------------------|----------------|
|  | <u>Britton Broadbent</u> | <u>5/16/24</u> |
| Signature                                                                         | Print Name               | Date           |



### Alcohol License Questionnaire

Name of Business: Braddock Enterprises, LLC  
 Owner's Name: Ingrid Davis  
 Address: 2944 Stuart Dr, Macon GA 31204

1. Do you own or are you leasing your business location?         Own      X   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      X   No Relation

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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

    Ingrid Davis    6-10-24  
 Signature    Print Name    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.**

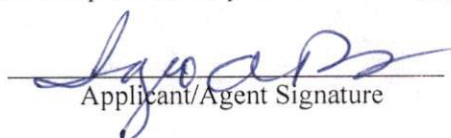
3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

*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:** Braddock Enterprises, LLC  
**Business Address:** 347 Cotton Ave Macon, GA 31201

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

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

  
Applicant/Agent Signature

5-22-24  
Date

## 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: Ingrid Davis co-owner
2. Name of the subject of this Certificate, if different from the applicant:
3. Benefit or privilege for which the applicant is applying (mark one):

|                                                                 |                                                                     |                                                     |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plat Approval                              | <input type="checkbox"/> Building Inspection Report | <input type="checkbox"/> Certificate of Occupancy             |
| <input checked="" type="checkbox"/> Alcohol License (Any)       | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment      | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> 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.

Braddock Enterprises, 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.

Ingrid Davis Ingrid Davis  
Print and Sign Name

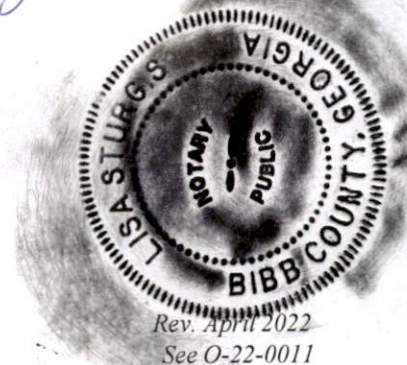
Sworn to and subscribed before me this  
16 day of May, 2024.

[Signature]  
Notary Public

My Commission Expires:

**My Commission Expires  
27 September 2024**

Page 2 of 2



# Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Brittan Braddock owner

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

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

|                                                                 |                                                                     |                                                     |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plat Approval                              | <input type="checkbox"/> Building Inspection Report | <input type="checkbox"/> Certificate of Occupancy             |
| <input checked="" type="checkbox"/> Alcohol License (Any)       | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment      | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> 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.

Brittan Anne Braddock  
Print and Sign Name

Sworn to and subscribed before me this  
10 day of June, 2024.

Garmin Boner  
Notary Public  
My Commission Expires: 03.11.2025





Property Owner

## Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Ingrid Davis - owner
2. Name of the subject of this Certificate, if different from the applicant:  
Wesley Griffith
3. Benefit or privilege for which the applicant is applying (mark one):

|                                                                 |                                                                     |                                                     |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plat Approval                              | <input type="checkbox"/> Building Inspection Report | <input type="checkbox"/> Certificate of Occupancy             |
| <input checked="" type="checkbox"/> Alcohol License (Any)       | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment      | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> Other: _____               |                                                               |

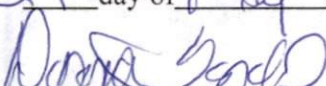
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

Moonhanger Group, Moonhanger North, Moonhanger Bath,  
MH66L, Macon Trolley, Hand & Soul Food, Griffith Downtown  
Investments, Creek Media, Creek at Capricorn

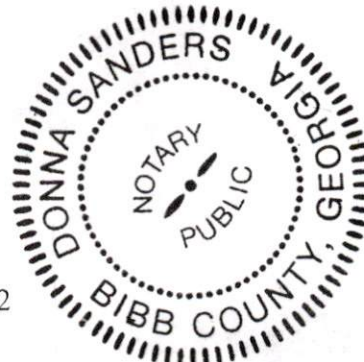
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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

Wesley Griffith Wes   
 Print and Sign Name

Sworn to and subscribed before me this  
29 day of May, 2024.

  
 Notary Public

My Commission Expires: 7-14-2025





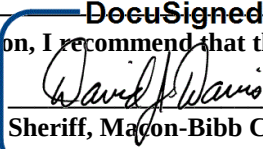
Tax Commissioner's Office  
188 Third Street, Macon, Georgia 31201  
Mail to: Tax Commissioner's Office PO Box 4503  
Macon, GA 31208-4503

## OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Ingrid Davis – Fingerprints Completed: 06.11.2024  
Brittan Braddock – Fingerprints Completed: 06.11.2024

Business Name: Braddock Enterprises LLC dba Braddock's Cask & Table

Business Address: 347 Cotton Avenue, Macon, GA 31201

|                                                                        |                                                                                                                           |                   |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>DocuSigned by:</b>                                                  |                                                                                                                           |                   |
| After investigation, I recommend that the license requested herein be: |                                                                                                                           |                   |
| Granted                                                                | <br>Sheriff, Macon-Bibb County, Georgia | 6/17/2024<br>Date |
| Denied                                                                 | 1C561778CDEE414...                                                                                                        |                   |
|                                                                        | Sheriff, Macon-Bibb County, Georgia                                                                                       | Date              |

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

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





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

## **Review Form**

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

The following required documents are included in the application:

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

Legal Review 7/10/2024 (Date) <sup>DS</sup>  
SD (Initials)

### **Comments**

Upon review, legal recommends approval.

### **Initials**

<sup>DS</sup>  
SF Stephanie Freeman, Administrative Office Specialist



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#### LEGISLATIVE SPONSORS

- |                                                            |                                                             |
|------------------------------------------------------------|-------------------------------------------------------------|
| <input checked="" type="checkbox"/> MAYOR LESTER M. MILLER | <input type="checkbox"/> MAYOR PRO TEMPORE SETH CLARK       |
| <input type="checkbox"/> COMMISSIONER VALERIE WYNN         | <input type="checkbox"/> COMMISSIONER PAUL BRONSON          |
| <input type="checkbox"/> COMMISSIONER ELAINE LUCAS         | <input type="checkbox"/> COMMISSIONER MALLORY C. JONES, III |
| <input type="checkbox"/> COMMISSIONER RAYMOND WILDER       | <input type="checkbox"/> COMMISSIONER BILL HOWELL           |
| <input type="checkbox"/> COMMISSIONER VIRGIL WATKINS, JR.  | <input type="checkbox"/> COMMISSIONER BRENDA LYN BAILEY     |
- 

#### **A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE THE INSTALLATION AND DEDICATION OF A DONATED PLAQUE IN MEMORY OF NEVA JANE LANGLEY FICKLING; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, Parks and Beautification received a request to accept and install a plaque in memory of Neva Jane Langley Fickling between the Public Safety Memorial Garden and Second Street located in the median directly across from the Fickling Building on Mulberry Street; and

**WHEREAS**, Neva Jane Langley Fickling was born in Lakeland, Florida on January 25, 1933, and moved to Macon to attend Wesleyan College in 1952; and

**WHEREAS**, Mrs. Fickling married William A. Fickling, Jr. with whom she raised four children and with whom she celebrated fifty-eight years of marriage before her passing; and

**WHEREAS**, Mrs. Fickling was named Miss Macon that year in 1952 and shortly thereafter became the first of only two Miss Georgia winners to be named Miss America; and

**WHEREAS**, Mrs. Fickling was an extraordinary talent on the piano who toured and inspired others across the country and internationally in Italy; and

**WHEREAS**, The Macon and Georgia communities benefited greatly from her involvement in many organizations and community affairs across a wide range of activities and purposes which positively impacted and shaped Macon; and

**WHEREAS**, When the iconic and historic Grand Opera House was threatened with demolition, Mrs. Fickling is credited with coordinating and planning the “Grand Topper” fundraising event which greatly aided successful efforts to save the Grand Opera House from demolition; and



**WHEREAS**, Fickling and Company has requested and agreed to fund the purchase of a plaque to be installed in the median across from the Fickling Building between the Public Safety Memorial Park and Second Street by Macon-Bibb Parks and Beautification department; and

**WHEREAS**, the Macon-Bibb County Commission wishes to honor the request by Fickling and Company for Macon-Bibb County to install the donated plaque; and

**WHEREAS**, the Macon-Bibb County Commission charges the County Engineer and such other appropriate officials and staff of Macon-Bibb County as may be deemed necessary by the County Manager with reviewing the design, manner of installation, and placement of said plaque in order to ensure the public safety and appropriateness of the plaque and its installation; 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 accept the donation of a plaque to be paid for by Fickling and Company and to read “Landscaping provided by Fickling & Company in memory of Neva Jane Langley Fickling”, upon the approval of the County Engineer as to the public safety of the design, manner of installation, and placement thereof, as well as the approval of any such other officials as the County Manager may deem necessary in order to ensure the public safety and appropriateness of said plaque. The plaque shall be installed upon a granite slab currently in the possession of the Parks and Beautification Department and of suitable size to mount the plaque.

**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** 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 in the event scrivener’s errors shall be discovered in this Resolution 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** that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**BE IT FURTHER RESOLVED** that 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

*Q:\RES MACON-BIBB\2024 Miller Plaque Dedication Neva Jane Langley Fickling.docx*





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### LEGISLATIVE SPONSORS

- |                                                               |                                                               |
|---------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> MAYOR LESTER M. MILLER               | <input type="checkbox"/> MAYOR PRO TEMPORE SETH CLARK         |
| <input type="checkbox"/> COMMISSIONER VALERIE WYNN            | <input checked="" type="checkbox"/> COMMISSIONER PAUL BRONSON |
| <input checked="" type="checkbox"/> COMMISSIONER ELAINE LUCAS | <input type="checkbox"/> COMMISSIONER MALLORY C. JONES, III   |
| <input type="checkbox"/> COMMISSIONER RAYMOND WILDER          | <input type="checkbox"/> COMMISSIONER BILL HOWELL             |
| <input type="checkbox"/> COMMISSIONER VIRGIL WATKINS, JR.     | <input type="checkbox"/> COMMISSIONER BRENDA LYN BAILEY       |
- 

**AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO DEDICATE THAT PORTION OF TEMPLE PLACE, OFF OF WOMACK STREET, IN HONOR OF PROPHETESS MOTHER A.B. JACKSON, IN RECOGNITION OF HER YEARS OF SERVICE AND LEADERSHIP TO JACKSON TEMPLE HOLINESS 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; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Macon-Bibb County Commission desires to dedicate Temple Place, running off of Womack Street, in honor of Prophetess Mother A.B. Jackson and her leadership of the Jackson Temple Holiness Church; and

**WHEREAS**, Prophetess Mother Jackson began her ministry, serving and preaching to those in Macon and the surrounding communities after a devastating tornado in 1954; and

**WHEREAS**, after the passing of her husband Prophetess Mother Jackson joined and was ordained for ministry at East Second Street Holiness Church in Macon; and

**WHEREAS**, after her ordination Prophetess Mother Jackson began holding services in her home; and

**WHEREAS**, in 1968, Prophetess Mother Jackson built and founded Jackson Temple Holiness Church, behind her house, off of Womack Steet; and

**WHEREAS**, Prophetess Mother Jackson was the founder and pastor of Jackson Temple Holiness Church for 44 years; and

**WHEREAS**, Prophetess Mother Jackson founded two other churches in surrounding communities; and

**WHEREAS**, in addition to her ministry, Prophetess Mother Jackson hosted a radio broadcast ministry on WDDO-AM in Macon for more than 30 years; and

**WHEREAS**, though Prophetess Mother Jackson did not have any children of her own, she served as a Mother to the community, displaying compassion for others by praying with them in their homes, helping feed those in need, helping clothe those in need, and even helping people clean their homes; and

**WHEREAS**, after many years of service to her congregation and community Prophetess Mother A.B. Jackson passed away in 2012; and

**WHEREAS**, in light of the leadership and service of Prophetess Mother A.B. Jackson to the Macon-Bibb County community, the Macon-Bibb County Commission now desires to formally recognize her significant achievements and contributions to the Macon community and dedicate that portion of Temple Place, off of Womack Street, as more clearly shown on the attached Exhibit A, incorporated herein by reference, as “Prophetess Mother A.B. Jackson Way”; and

**WHEREAS**, County policy would normally require the completion of a criminal background check prior to the dedication of a facility, structure, or space, but the Macon-Bibb County Commission has determined that an exception should be made in this instance due to Prophetess Mother A.B. Jackson’s history of service and leadership; and

**WHEREAS**, in order for Facilities Management Department to purchase materials to install signage in honor of Prophetess Mother A.B. Jackson an appropriation and amendment to the FY 2025 budget is required;

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

**Section 1.**

That portion of Temple Place, running off of Womack Street, shall henceforth be and hereby is dedicated in honor of Prophetess Mother A.B. Jackson and her leadership and service to the Macon-Bibb Community.

**Section 2.**

The Commission hereby approves a supplemental appropriation not to exceed \$500.00 from General Fund – Fund Balance to the Facilities Maintenance budget for FY 25, for the purpose of providing funds for the purchase of materials and other costs associated with the installation of signage in accordance with this Ordinance.



### **Section 3.**

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

### **Section 4.**

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

### **Section 5.**

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

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

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**Section 6.**

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

**Section 7.**

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

**Section 8.**

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

**Section 9.**

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

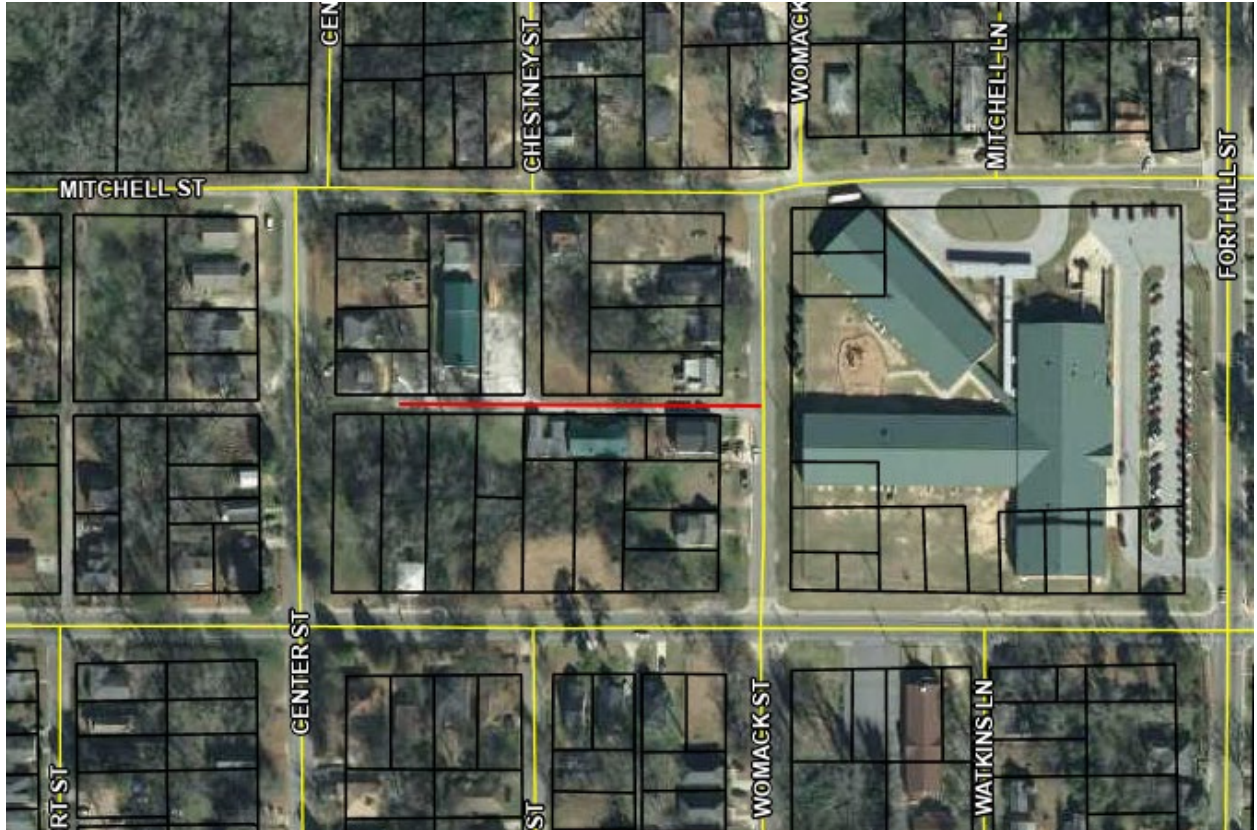
**SO ORDERED AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
LESTER M. MILLER, Mayor

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



# Exhibit A





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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b>     |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE THE INSTALLATION AND DEDICATION OF A BENCH IN MEMORY OF STARLA DINGLER AT TATTNALL SQUARE PARK; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Big Henry Fund, Inc., a local non-profit organization dedicated to supporting the Methodist Home for Children and Youth in Macon-Bibb County, desires to donate a bench to be installed in Tattnall Square Park in memory of Starla Dingler, a beloved volunteer of the organization; and

**WHEREAS**, Starla Dingler, a mother, grandmother, and friend to many in Macon-Bibb County was affectionately known as a “Collector of Strays,” a title she earned by being known for rescuing animals and assisting people in need; and

**WHEREAS**, Ms. Dingler was one of the first flight attendants for Atlantic Southeast Airlines and ultimately worked for Delta Airlines for more than 30 years; and

**WHEREAS**, Ms. Dingler was a Hall of Fame member of the Big Henry Charity Golf Classic, and loved helping with charity, event, and wedding planning; and

**WHEREAS**, Ms. Dingler was known to frequent Tattnall Square Park in order to exercise her dogs; and

**WHEREAS**, the Macon-Bibb County Commission desires to honor the life and philanthropic work of Ms. Dingler by accepting and installing the aforementioned bench, as depicted in Exhibit A, attached hereto and incorporated herein by reference; 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 Parks and Recreation Department is authorized to accept the donation of a bench to be paid for and delivered to the Parks and Recreation Department by Big Henry Fund, Inc. to be installed in Tattnall Square Park in memory of Starla Dingler.

**BE IT FURTHER RESOLVED** that the Macon-Bibb County Commission directs the Mayor, County Manager, Parks and Recreation Director, or their designees to coordinate with the Big Henry Fund, Inc. to install the bench in a place and manner that is aesthetically pleasing and safe for public use.

**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** the Macon-Bibb County Commission grants the Mayor and the County Manager 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 in the event scrivener's errors shall be discovered in this Resolution 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** that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**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 the Commission

*Q:\RES MACON-BIBB\2024 Miller Accepting Donation Of Bench For Tattnall Dog Park In Memory Of Starla Dinger  
7-10-24.Docx*



# **EXHIBIT A**



If tears could build a stairway,  
and memories a lane,  
I'd walk right up to heaven  
and bring you home again.

Always Remembered  
Dorothy Harrison

The image shows a stone bench memorial set on a green lawn. The bench is made of light-colored stone with a rough, natural edge on top and two thick, rectangular legs. The top surface of the bench is engraved with a poem in a serif font. A small, dark rectangular plaque with gold lettering is mounted on the front edge of the bench, just below the poem. Behind the bench is a dense arrangement of artificial flowers, including large red carnations, smaller blue and white flowers, and green ferns. The foreground shows a patch of green grass and a pile of brown wood chips in the bottom right corner.





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#### LEGISLATIVE SPONSORS

- |                                                               |                                                             |
|---------------------------------------------------------------|-------------------------------------------------------------|
| <input checked="" type="checkbox"/> MAYOR LESTER M. MILLER    | <input type="checkbox"/> MAYOR PRO TEMPORE SETH CLARK       |
| <input type="checkbox"/> COMMISSIONER VALERIE WYNN            | <input type="checkbox"/> COMMISSIONER PAUL BRONSON          |
| <input checked="" type="checkbox"/> COMMISSIONER ELAINE LUCAS | <input type="checkbox"/> COMMISSIONER MALLORY C. JONES, III |
| <input type="checkbox"/> COMMISSIONER RAYMOND WILDER          | <input type="checkbox"/> COMMISSIONER BILL HOWELL           |
| <input type="checkbox"/> COMMISSIONER VIRGIL WATKINS, JR.     | <input type="checkbox"/> COMMISSIONER BRENDA LYN BAILEY     |
- 

**AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO DEDICATE AND RENAME THE BUILDING LOCATED AT 688 WALNUT STREET IN HONOR OF WILLIAM P. RANDALL IN RECOGNITION OF HIS MANY YEARS OF SERVICE AND LEADERSHIP TO MACON, BIBB COUNTY, AND HIS COMMUNITY; APPROPRIATION OF AN AMOUNT NOT TO EXCEED \$500.00 FROM THE GENERAL FUND – FUND BALANCE TO THE FACILITIES MANAGEMENT BUDGET FOR THE PURCHASE OF MATERIALS AND SIGNAGE; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Macon-Bibb County Commission desires to sponsor this Ordinance to dedicate and rename the building located at 688 Walnut Street known as the “First & Walnut Professional Building” in honor of William P. “Daddy Bill” Randall; and

**WHEREAS**, he was born in Valdosta, Georgia in 1919 to parents Harry and Carrie Randall and moved to Macon where he earned a reputation as a leader in the Civil Rights Movement in the early 1950s; and

**WHEREAS**, he stood for Black equality and led multiple successful movements to protect the Civil Rights of Black Maconites such as leading efforts to desegregate Macon’s buses and expanding voting rights even though he was unjustly jailed for distributing sample ballots; and

**WHEREAS**, he faced adversity and peril to courageously to pursue civil rights for Black Americans in Albany, Selma, Montgomery, and Birmingham; and

**WHEREAS**, he founded and owned the Diamond Construction Company and owned and operated multiple thriving businesses in the community; and

**WHEREAS**, he led efforts to establish districting plans for the Macon City Council and the Bibb County Commission; and

**WHEREAS**, he was one of the first Black Maconites to be elected and served over fifteen years as the District 2 Commissioner from January 1, 1981 until his passing on February 3, 1995; and

**WHEREAS**, William P. Randall was respected by Maconites from all walks of life and backgrounds and a uniting force of positive change in our community; and

**WHEREAS**, the Macon-Bibb County Commission finds that these modifications to the Macon-Bibb County Code of Ordinances are necessary and proper to promote or protect the safety, health, and general welfare of Macon-Bibb County and its inhabitants;

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

**Section 1.**

The First & Walnut Professional Building located at 688 Walnut Street, Macon, Georgia shall henceforth be and hereby shall be dedicated to William P. Randall and known as the William P. Randall Professional Building in honor of William P. Randall and his leadership and service to his community, Macon, and Bibb County.

**Section 2.**

The Commission hereby approves a supplemental appropriation not to exceed \$500.00 from General Fund – Fund Balance to the Facilities Management budget for FY 2025, for the purpose of providing for material and other costs associated with the installation of signage in accordance with this Ordinance.

**Section 3.**

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

**Section 4.**

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

**Section 5.**

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

**Section 6.**

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

**Section 7.**

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



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

**Section 8.**

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

**Section 9.**

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

**SO ORDERED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

By:\_\_\_\_\_  
LESTER M. MILLER, Mayor

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

\\Tc-Storage.Maconbibb.Us\Countyattstorage\ORD MACON-BIBB\2024 Miller William P. Randall Building 7-9-24.Docx



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b>     |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT FOR THE LEASE OF FIFTEEN PARKING SPACES LOCATED AT 661 WALNUT STREET LANE FOR USE BY VEHICLES AUTHORIZED TO PARK THEREIN BY THE COUNTY; AND OTHER LAWFUL PURPOSES.**

**WHEREAS**, due to the limited nature of parking in downtown Macon, the Macon-Bibb County Commission finds it necessary to lease certain parking areas from private parties to ensure adequate parking for authorized vehicles; and

**WHEREAS**, Macon-Bibb County has historically leased the 15 parking spaces located at 661 Walnut Street Lane, (the “parking lot”), for the use of courthouse personnel; and

**WHEREAS**, the prior 12-month lease of the parking lot has expired; and

**WHEREAS**, Macon-Bibb County desires to lease the parking lot located at Walnut Street Lane at a rate of \$45.00 per space, or \$675.00 per month total; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a Lease Agreement with Kathryn Masters, as the property manager of 661 Walnut Street Lane, for the at Walnut Street Lane parking lot for SIX HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 CENTS (\$675.00) per month, with such lease agreement to be in a form to be approved of by the County Attorney.



**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** 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 in the event scrivener's errors shall be discovered in this Resolution 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** that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**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 the Commission

*Q:\RES MACON-BIBB\2024 Miller Authorizing Lease of Vacant Lot at Walnut Street Lane - \$675.00 per month.docx*





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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

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**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION RATIFYING THE SIGNING OF AN AGREEMENT WITH ARS/JH, INC. DBA ALL SOUTH ROOFING SOLUTIONS, IN THE AMOUNT OF \$230,212.50, FOR EMERGENCY REPAIR SERVICES FOR THE CONVENTION CENTER AND THE COLISEUM; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, in the event of an emergency, Section 19-5.5 of the Macon-Bibb County Code of Ordinances authorizes the Mayor or County Manager to enter into agreements for services that would, absent emergency circumstances, require the approval of the Macon-Bibb County Commission; and

**WHEREAS**, O.C.G.A. § 36-91-22(e) provides that in the event of an emergency, the state law requirements related to public works construction contracts are inapplicable if the nature of the emergency is described in the minutes of the governing authority letting such contract and the contract is ratified by the governing authority as soon as practicable; and

**WHEREAS**, on June 27, 2024, the Macon-Bibb County Procurement Department entered into an agreement (the “Agreement”) with ARS/JH, Inc. dba All South Roofing Solutions (herein “All South Roofing”) for emergency repair services for the roofing at the Convention Center and the Coliseum; and

**WHEREAS**, the Agreement provides for All South Roofing to be compensated \$193,462.50 for completion of emergency repair services at the Convention Center and \$36,750.00 for the completion of emergency repair services at the Coliseum for an aggregate compensation amount of \$230,212.50; and

**WHEREAS**, a copy of the Agreement and scope of work is attached hereto and incorporated herein as Exhibit A; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Macon-Bibb County Commission hereby ratifies the contract, attached hereto at Exhibit A, and incorporated herein by reference, to All South Roofing, in the amount of TWO HUNDRED THIRTY THOUSAND TWO HUNDRED TWELVE DOLLARS AND FIFTY CENTS (\$230,212.50) for emergency repair services for the roofing at the Convention Center and at the Coliseum.

**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** 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 in the event scrivener's errors shall be discovered in this Resolution 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** that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**BE IT FURTHER RESOLVED** that 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

\\tc-storage.maconbibb.us\countyattstorage\RES MACON-BIBB\2024 Miller Ratifying Agreement with All South Roofing for Coliseum and Convention Center Roofing Repairs 7-9-24.docx

# **EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN**  
**MACON-BIBB COUNTY AND**  
**ARS/JH, INC. dba ALL SOUTH ROOFING SOLUTIONS**

This Professional Services Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and ARS/JH, Inc. dba All South Roofing Solutions, ("Contractor"), a domestic profit corporation, with a principal place of business at 4049 Jackson Lake Road, Monticello, GA 30164, collectively the "Parties."

In consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows:

**1. Term and Compensation**

**1.1 Term**

This Agreement shall commence on the date it is executed by both parties and shall continue in full force and effect until completion of Contractor's duties, not to exceed ninety (90) days, with roofing installation work to be completed in two months (2), from contract execution. The Agreement may only be extended thereafter by written mutual consent, unless terminated earlier by operation of and in accordance with this Agreement.

**1.2 Compensation**

Contractor shall receive TWO HUNDRED THIRTY THOUSAND TWO HUNDRED TWELVE DOLLARS AND FIFTY CENTS (\$230,212.50) ("Full Compensation") as full compensation for services performed under this Agreement. The Full Compensation is the aggregate total of the ONE HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED SIXTY-TWO DOLLARS AND FIFTY CENTS (\$193,462.50) compensation for services performed under this Agreement at the Coliseum as described in the Scope of Services and THIRTY-SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$36,750.00) compensation for the services performed under this Agreement at the Convention Center. 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. A ten percent (10%) retainage will be withheld from each payment until final payment is made. The County will only pay for items used and actual work performed. Change orders will be issued for any variance from contract. Any unauthorized work or material change will not be compensated unless a change order has been approved in writing by the County.

County shall not pay any interest, penalties, or other amount claimed beyond the amount authorized by the County Commission. County is tax exempt and cannot agree to pay State or Federal taxes.

Prior to the issuance of final payment, Contractor shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection with this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.



## **2. Services and Obligations of Independent Contractor**

### **2.1 Scope of Services**

Contractor shall commence, diligently pursue, and complete the services as set forth in this Agreement and as more specifically detailed in Exhibit A - Req. No. 2024-1148 Convention Center Roof Repairs ("Exhibit A"), attached hereto and incorporated by reference. Contractor shall also commence, diligently pursue, and complete the services as set forth in this Agreement and as more specifically detailed in Exhibit B - Req. No. 2024-1149 Coliseum Roof Repairs ("Exhibit B"), attached hereto and incorporated by reference. In general terms, Contractor shall replace the roof of the Macon-Bibb County Facility Maintenance Building in the manner described in Exhibit B.

### **2.2 Schedule**

Contractor shall commence work as soon as practicable upon receipt of the Notice to Proceed. Time is of the essence; therefore, Contractor shall execute all work diligently, completing all work within the timeframe established between County and Contractor, with roofing installation work to be completed within two months (2), unless extended in writing by mutual consent of the Parties. This Schedule includes all clean up, demobilization, and other work necessary to return the project area to its final state.

The County may charge Contractor one hundred fifty dollars (\$150.00) per day as liquidated damages for each day that the project is delayed beyond the date work is to be completed pursuant to this Agreement.

### **2.3. Method of Performing Services**

#### **(a) General**

All work to be performed under this Agreement shall comply with all applicable codes, ordinances, and regulations. Contractor shall obtain all permits and licenses and pay all fees as required. Contractor shall also arrange for all required and necessary inspections required by authorities having jurisdiction over the project and submit certificates of approval to the County.

#### **(b) Layout of Work**

Contractor shall verify all existing conditions and contiguous work to form a designated worksite, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.

#### **(c) Work Area**

- (i) Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage.
- (ii) Contractor shall protect all surrounding and adjoining private and public property, taking every precaution to prevent damage or injury to trees,

shrubs, curbs, sidewalks, driveways, and fences along or adjacent to work. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring to the satisfaction of the County.

- (iii) In case of failure on part of Contractor to restore property and repair damages or injury, County may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due or which may become due to Contractor under this Agreement.
- (iv) Contractor shall verify all underground utilities and their locations prior to commencing any work under this Agreement. Damages to underground utilities and costs to repair same shall be the sole responsibility of Contractor.

**(d) Traffic Control**

The Contractor shall maintain traffic by utilizing adequate construction signs and flagmen. The Contractor shall furnish, install, maintain, and upon completion of work remove all traffic control devices necessary to properly protect and divert traffic during the term of this Agreement. The Contractor shall pay all costs associated with traffic control necessary for the performance of this Agreement and shall assume responsibility for damages resulting from failure to properly protect and divert traffic.

**(e) Vandalism**

The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

**(f) Material Disposal**

Contractor shall not allow trash, or excess material to accumulate and shall be responsible for removing same from the premises. Such items shall be disposed of off premises. All costs of removing trash shall be the responsibility of Contractor. Contractor shall be responsible for the place and method of proper disposal.

**(g) Inspection**

- (i) Inspectors may be appointed by the County to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation and manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the inspector.

- (ii) It is mutually agreed between the parties to the contract to prevent all disputes and misunderstandings between them in relation to the scope of services, as detailed in these specifications. The County shall serve as the referee and final

decision maker with regards to all matters related to design, specifications, and project terms of this Agreement. County does not agree to waive any rights to trial by jury.

(iii) County and inspectors shall have free access to all parts of the work site and to all material intended for use in the project. Work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is performed will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform this Agreement according to its terms.

#### **2.4 Resources**

All equipment, personnel, and materials required for the proper performance of services shall be furnished by and shall remain under the control of Contractor. Contractor shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.

### **3. Non-Employment Relationship between County and Contractor**

#### **3.1 Independent Contractor Relationship**

Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent of or joint venturer with Contractor for any purpose. Contractor shall have no claim against County for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The compensation set forth in this Agreement shall be the sole payment for services rendered.

#### **3.2 Withholding Taxes and Benefits**

Contractor will be solely responsible for withholding, accruing, and paying all income, social security, and other taxes and amounts required by law for Contractor and staff. Contractor shall also be responsible for all statutory insurance and other benefits required by law for Contractor and any staff. Contractor shall provide County with a completed W-9 form.

### **4. Contractor Representations and Warranties**

#### **4.1 Authority**

Contractor has all the necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or question this Agreement or the provision of services by Contractor is pending or threatened.



Agreement does not violate the terms of any agreement between Contractor and any third party.

#### **4.2 Professional Standards**

The services performed will be performed in a professional and workmanlike manner in accordance with the standards imposed by applicable law and the practices and professional standards used in well managed operations performing services like the services being provided. All work will be performed to manufacturer standards with a twenty-year (20) membrane warranty and a five-year (5) leak free workmanship warranty.

#### **4.3 Conformity**

The development, creation, delivery, provision, implementation, maintenance, and support of all services shall conform in all material respects to the description of services in this Agreement, including all Exhibits attached hereto.

#### **4.4 Representations and Warranties**

Contractor will make no representations, warranties, or commitments binding the County without the County's prior written consent.

#### **4.5 Compliance with Laws**

Contractor will perform all services in compliance with all applicable local, state, and Federal laws. 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.

### **5. Contractor's Obligations**

#### **5.1 Personnel**

Contractor shall be responsible, at its own cost, for all recruiting, hiring, training, educating, and orienting of all Contractor's personnel, all of whom shall be fully qualified and shall be authorized under applicable law to perform the services.

#### **5.2 Subcontracting and Assignments**

Contractor shall provide all relevant information of any subcontractors and provide a copy of any subcontractor's business registration with the State of Georgia. 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 any subcontractor be greater than County's responsibilities to Contractor under this Agreement.

### **5.3 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 the Agreement. County shall make a written determination as to whether a conflict of interest exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest shall result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation for services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

## **6. Company Prohibitions to Create a Safe Work Environment**

### **6.1 Drug Free Workplace**

Contractor, employees and 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.

### **6.2 Prohibition on Unlawful Discrimination and Harassment**

County does not discriminate based on race, color, national origin, sex, age, religion or disability in any employment policies and practices. County prohibits unlawful discrimination or harassment, including sexual harassment. Neither Contractor, employees, nor subcontractors shall engage in unlawful harassment or discrimination while on the premises of the County. County has a no tolerance policy for violation of this rule.

### **6.3 Equal Employment Opportunity**

During the performance of this Agreement, Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used herein, the words "shall not discriminate" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

## **7. Termination**

### **7.1 Termination**

Either party may terminate this Agreement with thirty (30) days written notice to the other Party. Upon termination, Contractor shall return all property of the County to the County. The County shall pay Contractor all earned fees.

### **7.2 Termination for Convenience**

At any time, with fifteen (15) days written notice, the County may terminate all or any part of this Agreement for the County's convenience and without further obligation on the part of the County other than to pay for services rendered prior to the date of termination.

### **7.3 Termination for Default**

The County may, by written notice of default to Contractor, terminate the whole or any part of this Agreement should Contractor:

- (a) fail to perform this Agreement within the time specified herein or any extension thereof,
- (b) fail to perform any of the other provisions of this Agreement, or
- (c) fail to make progress so as to endanger performance of this Agreement in accordance with its terms,

and such failure is not cured within a period of ten (10) days or longer (as the County may authorize in writing) after receipt of notice from the County specifying such failure.

In the event the County terminates this Agreement in whole or in part for default, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and Contractor shall be liable to the County for any excess costs.

## **8. Notices**

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

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

**For Independent Contractor:**  
ARS/JH, Inc. dba All South Roofing Solutions  
Attn: Jason Hicks  
4049 Jackson Lake Road  
Monticello, GA 30164

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.

## **9. Indemnification**

Contractor and subcontractors shall indemnify and hold County, its officers, and employees harmless from damages, liabilities, costs or expenses, including reasonable attorney's fees and defense costs that arise from any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Contractor. Contractor's obligation to indemnify any Releasees shall survive the expiration of this Agreement by either Party for any reason.



## **10. Insurance Requirements**

### **10.1 General Terms**

Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia and shall be obtained prior to commencement of work. Insurance shall remain in force throughout the period of the contract with policy terms and limits as specified by County. All deductibles shall be paid by Contractor.

All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

Contractor agrees to purchase and have the authorized agent state on the insurance certificate that Contractor has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. §50-21-37.

### **10.2 Commercial General Liability Insurance Policy ("CGL")**

Contractor agrees to procure and maintain Comprehensive General Liability ("CGL") covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insureds. This policy must be on an occurrence basis and must have separate aggregate limits per project. A company authorized to conduct business in the State of Georgia must issue this policy. Coverage must include water damage. Excess liability coverage may be used in combination with the base policy to obtain the limits noted below. The policy must have the following minimum limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

### **10.3 Business Automobile Liability Insurance ("BAP")**

Independent Contractor agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles, with a maximum deductible of not more than \$5,000.00. Excess liability coverage may be used in combination with the base policy

to obtain these limits. This policy shall name the County and its officers and employees as additional insured.

#### **10.4 Workers' Compensation Insurance**

Independent Contractor agrees to procure workers' compensation coverage in accordance with the statutory limits established by Georgia law and as specified in Exhibit A. Contractor shall require all Trade Contractors/Subcontractors performing work under this Agreement to obtain an insurance certificate showing proof of Worker's Compensation Insurance and shall submit the certificate on the Contractor's letterhead in accordance with the terms specified in Exhibit A.

#### **10.5 Employers' Liability Insurance Policy**

Contractor agrees to procure and maintain Employer's Liability Insurance coverage with minimum limits of:

- (i) Bodily Injury by Accident - \$1,000 per accident
- (ii) Bodily Injury by Disease - \$1,000,000 each employee
- (iii) Bodily Injury/Disease Aggregate - \$1,000,000 each accident

Contractor shall require all Trade Contractors/Subcontractors performing work under this Agreement to obtain an insurance certificate showing proof of Employer's Liability Insurance coverage and shall submit the certificate on the Contractor's letterhead in accordance with the terms specified in Exhibit A.

#### **10.6 Commercial Umbrella Liability Insurance**

Contractor agrees to procure and maintain a commercial Umbrella Liability Insurance policy to provide excess coverage about the CGL, BAP, Worker's Compensation, and Employer's Liability insurance policies with minimum limits of:

\$2,000,000 per occurrence  
\$4,000,000 aggregate

#### **10.7 Builders Risk Insurance**

Contractor agrees to procure and maintain a Builder's Risk policy to be made payable to the County and Contractor in accordance with the terms specified in Exhibit A.

#### **10.8 Evidence of Insurance**

Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "B+" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each

insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

#### **10.9 County's Obligation**

The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

#### **11. Force Majeure**

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

#### **12. Arbitration and Jury Trial**

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 Superior Court or the Federal District Court in 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.

#### **13. Publicity**

Contractor shall not release without prior written approval from County, any publicity regarding services provided by the County, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County receiving goods or services under this Agreement.

#### **14. Work Product, Intellectual Property, and Information**

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Contractor pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Contractor for any purpose other than the performance of Services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered "work for hire" and shall become the exclusive property of County when Contractor has been compensated for the same as set forth herein, and County shall thereafter retain



sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.

**15. 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.

**16. General Terms**

**16.1 Waiver**

Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment, or waiver of this Agreement will be binding on County unless executed in writing by the County.

**16.2 Severability**

If 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.

**16.3 Titles, Captions and Headings**

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

**16.4 No Drafting Presumption**

No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

**16.5 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.

**16.6 Previous Agreements**

Any services authorized by County under previous "quote(s)" for services, and any related contract documents, shall be governed by and subject to this Agreement.

**17. 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 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.

**18. 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 the County and of no force or effect.

**19. Electronic Representation and Records**

The Parties 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.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

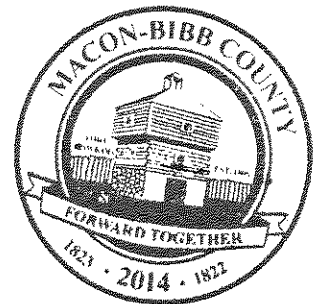
**MACON-BIBB COUNTY:**

By: Lester M. Miller  
Lester M. Miller, Mayor

6/27/2024  
Date

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

6/27/2024  
Date



**ARS/JH, Inc dba All South Roofing Solutions:**

By: John Jason Hicks  
John Jason Hicks, Owner

6/24/24  
Date

Attested: Jason Hicks  
Owner  
(Printed Name & Title)

6/24/24  
Date

Q:\Atty\FAH\Contracts\FY 2024\All South Roofing Solutions - Coliseum and Convention Center\All South Roofing Solutions - Coliseum and Convention Center Emergency Procurement.docx



# EXHIBIT A



**MACON-BIBB COUNTY PROCUREMENT DEPARTMENT  
AWARD RECOMMENDATION**

| DATE      | COMMODITY OR DESC. | PROJECT                        | GL ACCT CODE/ BUDGET                               | Requisition Number | Procurement Facilitator |
|-----------|--------------------|--------------------------------|----------------------------------------------------|--------------------|-------------------------|
| 6/18/2024 |                    | Convention Center Roof Repairs | 555.6190.541300 - Building & Building Improvements | 2024-00001148      | Charles Wimberly        |

The following documents are included with this recommendation:

- ☒ Buyer's Award Recommendation (this form)
- ☒ Administrative Transmittal Form
- ☒ Copy of Recommended Vendor's Quote

After reviewing all proposals, the committee recommends: ☒ Award as Follows ☐ Reject all proposals, Re-solicit

| VENDOR NAME       | AMOUNT      |
|-------------------|-------------|
| All South Roofing | \$36,750.00 |

If recommending other than the lowest proposer, please answer the following:

Did the low proposer meet the requirements of the bid?

☐ Yes

☐ No

☒ N/A

| REQUIREMENT AS STATED IN THE BID | HOW LOW BIDDER DID NOT MEET THE SPECIFICATION |
|----------------------------------|-----------------------------------------------|
|                                  |                                               |

Indicate why proposal should be rejected: ☐ Over budget ☐ No One Meets Specifications ☐ Other ☒ N/A

| REJECTION JUSTIFICATION |
|-------------------------|
|                         |

Award Requirements: ☐ HOLD FOR MBCC AWARD ☐ HOLD FOR MBCC ACTION

| COMMENTS |
|----------|
|          |

Details of solicitation process:

| COMMENTS                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| All South Roofing is a vendor providing service to provide services to roofing repair at the Convention Center. The use of Emergency Procurement is acceptable in accordance with Chapter 19, Sec 19.5.5 of the Macon-Bibb County Code. This vendor is certified as a qualified provider of this product which was chosen. Procurement concurs with this award recommendation. |

I have read the recommendation prepared by the department and agree with their recommendation. ☒ Yes ☐ No

| TITLE                   | SIGNATURE | DATE |
|-------------------------|-----------|------|
| Procurement Facilitator |           |      |
|                         |           |      |



**Prepared on 6/10/24**  
**Bid#: 23-9240**

**Prepared For:**  
Robbie Belew

**Job Location:**  
Convention Center  
220 Coliseum Dr  
Macon, Ga

**Prepared By:**

**Project Manager**

Jason Hicks  
All-South Roofing Solutions  
hicks@asroofsolutions.com  
Cell: 678-822-3647

10/16/2023

Thank you for considering All South Roofing Solutions for this project. I would like to take this opportunity to introduce you to ARS. We are a full-service roofing contractor that can help you address all your roofing needs.

We specialize in many types of roofing systems and we are certified applicators through various manufacturers. We specialize in commercial and industrial roofing. With over 30 years of combined experience and we are sensitive to the needs of building owners and operating businesses. Many schools, jails, hospitals, chemical plants, paper mills, retail stores, and others are under the ARS roof assemblies. We understand the need to maintain production, safeguard stock, protect employees and guests and most important, address safety issues associated with reroof projects.

In addition to being a well-known roofing contractor throughout the southeast, ARS offers the commitment it takes to stand behind its warranties. We have the capability of providing each client with a planned program; this includes budgets, scopes of work and recommendations for prioritizing a multi-year plan.

All South Roof Solutions is a customer-oriented contractor that is committed to developing a working relationship with every client. We offer various roofing systems and products to solve even the most difficult roofing problems. We are also available on a consultation basis as well as offering preventive maintenance programs to prolong the life of your existing roof.

With these advantages, this proposal is designed to offer you a custom roofing system that will meet the specific requirements for your building.

Sincerely,

Jason Hicks

## **Gutter Retrofit System**

- Clean gutters
- Reseal joints
- Fully adhere 60 mil Carlisle TPO inside gutters
- Remove all construction debris
- Frame/Build slopes over internal gutters if needed

Price >>>>> \$36,750.00



# EXHIBIT B

**MACON-BIBB COUNTY PROCUREMENT DEPARTMENT  
AWARD RECOMMENDATION**

| DATE      | COMMODITY OR DESC. | PROJECT               | GL ACCT CODE/ BUDGET                               | Requisition Number | Procurement Facilitator |
|-----------|--------------------|-----------------------|----------------------------------------------------|--------------------|-------------------------|
| 6/18/2024 |                    | Coliseum Roof Repairs | 555.6190.541300 - Building & Building Improvements | 2024-00001149      | Charles Wimberly        |

The following documents are included with this recommendation:

- ☒ Buyer's Award Recommendation (this form)
- ☒ Administrative Transmittal Form
- ☒ Copy of Recommended Vendor's Quote

After reviewing all proposals, the committee recommends: ☒ Award as Follows ☐ Reject all proposals, Re-solicit

| VENDOR NAME       | AMOUNT       |
|-------------------|--------------|
| All South Roofing | \$193,462.50 |

If recommending other than the lowest proposer, please answer the following:

Did the low proposer meet the requirements of the bid? ☐ Yes ☐ No ☒ N/A

| REQUIREMENT AS STATED IN THE BID | HOW LOW BIDDER DID NOT MEET THE SPECIFICATION |
|----------------------------------|-----------------------------------------------|
|                                  |                                               |

Indicate why proposal should be rejected: ☐ Over budget ☐ No One Meets Specifications ☐ Other ☒ N/A

| REJECTION JUSTIFICATION |
|-------------------------|
|                         |

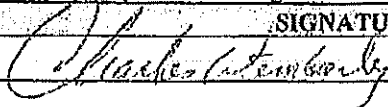
Award Requirements: ☐ HOLD FOR MBCC AWARD ☐ HOLD FOR MBCC ACTION

| COMMENTS |
|----------|
|          |

Details of solicitation process:

| COMMENTS                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| All South Roofing is a vendor providing service to provide services to repair roofing at the Coliseum. The use of Emergency Procurement is acceptable in accordance with Chapter 19, Sec 19.5.5 of the Macon-Bibb County Code. This vendor is certified as a qualified provider of this product which was chosen. Procurement concurs with this award recommendation. |

I have read the recommendation prepared by the department and agree with their recommendation. ☒ Yes ☐ No

| TITLE                   | SIGNATURE                                                                           | DATE       |
|-------------------------|-------------------------------------------------------------------------------------|------------|
| Procurement Facilitator |  | 06/18/2024 |





**Prepared: 6/10/24**  
**Bid#: 22-341**

**Prepared For:**

Raymond Smith  
200 Coliseum Drive  
Macon, Ga 31206  
478-233-8326  
Raymond.smith@oakveiwgroup.com

**Prepared By:**

**Project Manager**

Jason Hicks  
All-South Roofing Solutions  
hicks@asroofsolutions.com  
Cell: 678-822-3647

Thank you for considering All South Roofing Solutions for this project. I would like to take this opportunity to introduce you to ARS. We are a full-service roofing contractor that can help you address all your roofing needs.

We specialize in many types of roofing systems, and we are certified applicators through various manufacturers. We specialize in commercial and industrial roofing. With over 30 years of combined experience and we are sensitive to the needs of building owners and operating businesses. Many schools, jails, hospitals, chemical plants, paper mills, retail stores, and others are under the ARS roof assemblies. We understand the need to maintain production, safeguard stock, protect employees and guests and most important, address safety issues associated with reroof projects.

In addition to being a well-known roofing contractor throughout the southeast, ARS offers the commitment it takes to stand behind its warranties. We have the capability of providing each client with a planned program; this includes budgets, scopes of work and recommendations for prioritizing a multi-year plan.

All South Roof Solutions is a customer-oriented contractor that is committed to developing a working relationship with every client. We offer various roofing systems and products to solve even the most difficult roofing problems. We are also available on a consultation basis as well as offering preventive maintenance programs to prolong the life of your existing roof.

With these advantages, this proposal is designed to offer you a custom roofing system that will meet the specific requirements for your building.

Sincerely,

Jason Hicks

## Roof Replacement

Sections 2,3,4

- Sweep existing gravel and remove from roof area
- Install 1" ISO over specified area
- Mechanically attach 60mil TPO over newly installed ISO
- Replace existing drains
- Flash all penetrations
- Install 1500' of termination bar
- Install sealants and clamps where needed

*Please Note:*

*Due to fluctuating material prices and availability, this price is good for 30 days. All work will be performed to manufacture standards with a 15yr membrane warranty and includes a five-year leak free workmanship warranty.*

Total Price: \$193,462.50







---

**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b>     |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO PURCHASE ROAD QUALITY SCANNING & ANALYSIS SOFTWARE FROM SHI INTERNATIONAL CORP., IN AN AMOUNT NOT TO EXCEED \$243,664.93, PAYABLE FROM THE FY 2021 LMIG SAP FUNDS; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, there are approximately 1,100 centerline miles of county-maintained roads in Macon-Bibb County; and

**WHEREAS**, with so many paved roads to repair and maintain it is crucial to public safety that those roads are evaluated and catalogued to determine which areas are in most need to repair; and

**WHEREAS** the Macon-Bibb County Commission is committed to the repair and rehabilitation of aging roads within the Macon-Bibb County territorial limits to ensure that all residents and visitors enjoy safe and pleasant transportation throughout the county; and

**WHEREAS**, to ensure empirical and consistent evaluation of the roads, the Engineering and IT recommend utilizing StreetScan software from SHI International Corp; and

**WHEREAS**, the StreetScan software is available through the Omnia Cooperative Purchasing Alliance, under Contract # 99999-SPD-0000060-003, the utilization of which allows for lower prices and faster processing times for necessary purchases; and

**WHEREAS**, Procurement concurs with the recommendation of award; 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 purchase StreetScan Software from SHI International Corp., for a purchase price not to exceed TWO HUNDRED FORTY-THREE THOUSAND, SIX HUNDRED SIXTY-FOUR DOLLARS AND NINETY-THREE CENTS (\$243,664.93), to be paid from FY 21 LMIG Safety Analyses Program funds:

**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** 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 in the event scrivener's errors shall be discovered in this Resolution 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** that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then



this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**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 the Commission

*Q:\RES MACON-BIBB\2024 Miller Purchasing Streetscan Software From SHI For \$243,664.93 Paid From FY21  
LMIG SAP - 7-8-24.Docx*



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b>     |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH H&E EQUIPMENT SERVICES, INC., IN THE AMOUNT OF \$165,343.90, FOR THE PURCHASE OF LANDFILL WASTEWATER PUMPS, TO BE PAID FROM THE SOLID WASTE MANAGEMENT FUND CITY – SOLID WASTE LANDFILL – REPAIRS & MAINT - VEHICLE OUTSIDE/CONTRACT LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the County has been in the process of closing the Walker Road Landfill, with full closure expected by the end of the calendar year; and

**WHEREAS**, in order to complete the closure of the landfill, the County must purchase and install two new wastewater pumps on the landfill property; and

**WHEREAS**, Invitation for Bids (“IFB”) No. 24-027-LH was published on April 25, 2024, soliciting bids for the pumps; and

**WHEREAS**, IFB No. 24-027-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where one hundred (100) vendors were notified of the opportunity to bid; and

**WHEREAS**, of the vendors notified, one (1) was African American-owned and one (1) was Native American-owned; and

**WHEREAS**, on the published due date of June 20, 2024, three (3) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirements; and

**WHEREAS**, after the bid review, H&E Equipment Services, Inc., whose total bid was the lowest responsive and responsible submission, was recommended for award of a contract for the purchase of the two wastewater pumps in the amount of \$165,343.90; 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, in a form to be approved by the County Attorney's Office, with H&E Equipment Services, Inc., in the amount of \$165,343.90, for the purchase of two landfill wastewater pumps, as described in the quote attached hereto and incorporated herein as Exhibit A, to be paid from the Solid Waste Management Fund City – Solid Waste Landfill – Repairs & Maint – Vehicle Outside/Contract 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** the Macon-Bibb County Commission grants the Mayor and the County Manager, or their designees, 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 in the event scrivener's errors shall be discovered in this Resolution 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** that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**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 the Commission

*Q:\RES MACON-BIBB\2024 Miller Authorizing Agreement With H&E Equipment Services, Inc. For Landfill  
Wastewater Pumps - \$165,343 7-11-24.Docx*

# **EXHIBIT A**

3160 Ellenwood Industrial Driv  
Ellenwood GA, 30294

Date: 05/16/2024  
Quote Number: S-DM5  
Expiration Date: 06/16/2024

**Customer**

MACON BIBB COUNTY (Acct: 1325886)  
700 Poplar St  
Macon, GA 31201-2033

Cust. Contact:

Sales Representative: DeAndre McCrary

Cell: 470-955-8828

| Model                      | Description                                                                                                                                                                                                    | Price              |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 2024 ATLAS COPCO - PAC88SA | <b>8" S/A HIGH VOLUME PUMP</b><br>Horse Power - 125<br>Power Type - DIESEL<br>GPM - 2800<br>Discharge - 8<br>suction - 8<br>PrimingType - Diaphragm<br>Dimension - 157.37 x 75.49 x 76.72<br>QMAX (GPM) - 3950 | <b>\$82,671.95</b> |
| Total:                     |                                                                                                                                                                                                                | <b>\$82,671.95</b> |

| Model                      | Description                                                                                                                                                                                                                  | Price              |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 2024 ATLAS COPCO - PAC88SA | <b>PUMP 8" S/A HIGH VOLUME DIESEL 120 HP</b><br>Horse Power - 125<br>Power Type - DIESEL<br>GPM - 2800<br>Discharge - 8<br>suction - 8<br>PrimingType - Diaphragm<br>Dimension - 157.37 x 75.49 x 76.72<br>QMAX (GPM) - 3950 | <b>\$82,671.95</b> |
| Total:                     |                                                                                                                                                                                                                              | <b>\$82,671.95</b> |

| Model                      | Description                                                                                            | Price              |
|----------------------------|--------------------------------------------------------------------------------------------------------|--------------------|
| 2024 ATLAS COPCO - PAC88SA | <b>PUMP 8" S/A HIGH VOLUME DIESEL 120 HP</b><br>Horse Power - 125<br>Power Type - DIESEL<br>GPM - 2800 | <b>\$82,671.95</b> |



suction - 8

Discharge - 8

PrimingType - Diaphragm

Dimension - 157.37 x 75.49 x 76.72

QMAX (GPM) - 3950

**Total: \$82,671.95****Notes**

This quotation reflects present prices, but is subject to adjustment based on manufacturer's price increases and availability. Whether or not specifically set forth, this quotation is subject to any applicable federal, state, and local taxes and freight charges. This quotation is subject to any and all manufacturer's warranties respectively applicable to new equipment and is subject to the limitations and conditions of those warranties. No other warranties are implied or offered by H&E Equipment Services, Inc. unless specifically outlined on the face of this quotation. This quotation is subject to change without notice. This quotation is an invitation to offer and not binding until acceptance by H&E Equipment Services, Inc.'s Branch Manager. Unless otherwise stated, quotation expires on the Expiration Date listed on this quote and may be modified or withdrawn by H&E prior to acceptance.

For sale of rental fleet, Buyer is hereby notified that H&E has assigned its rights (but not its obligations) in this agreement to sell the equipment described herein to H&E Equipment Exchange LLC, a qualified intermediary, as part of a Section 1031 exchange.

Any quoted interest rates and payment are subject to availability and credit approval. Payment Amounts do not include applicable taxes or fees.

H&amp;E Branch Manager Acceptance:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

5/17/2024

Customer Acceptance of this proposal:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order: \_\_\_\_\_



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b>     |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH 1 ACCORD TECHNOLOGIES FOR THE PURCHASE AND IMPLEMENTATION OF 8 CISCO CATALYST 9300 SYSTEMS FOR ENHANCED INTERNET SECURITY AND STABILITY, IN THE AMOUNT OF \$320,955.04 TO BE PAID FROM THE I.T. BUDGET, SYSTEMS & NETWORK, REPAIRS & MAINTENANCE – SOFTWARE LICENSE & MAINTENANCE LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS,** the current internet stability & security infrastructure for Macon-Bibb County is reaching end-of-life, which can lead to lowered performance and lack of support for these systems, and is need of significant renovation; and

**WHEREAS,** the I.T. Department has determined that the Cisco Catalyst 9300 system will provide the necessary internet security and stability to ensure that the fire department is able to perform its duties; and

**WHEREAS,** 1 Accord Technologies is a licensed retailer of the necessary hardware and software for the Cisco Catalyst 9300 system, under Georgia Statewide Contract # 99999-SPD-T20120501-0006 for networking equipment and IT infrastructure products; and

**WHEREAS,** utilization of cooperative purchasing is authorized under Macon-Bibb County Code of Ordinances Sec. 19-8, and provides reduced pricing and shorter processing times; and

**WHEREAS,** Procurement concurs with this contract award; 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 purchase agreement with 1 Accord Technologies for the purchase and implementation of 40 Cisco Catalyst 9300 systems at the fire stations in Macon-Bibb County, in the amount of THREE HUNDRED TWENTY THOUSAND, NINE HUNDRED FIFTY-FIVE DOLLARS AND FOUR CENTS (\$320,955.04), to be paid from the I.T. Department budget, IT Systems & Network, Repairs & Maintenance – Software License & Maintenance line item, and with such agreement in a form to be approved of by the County Attorney.

**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** 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 in the event scrivener's errors shall be discovered in this Resolution 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** that except as specifically provided herein, any and all resolutions or parts of 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.

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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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**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 the Commission

*Q:\RES MACON-BIBB\2024 Miller Authorizing Agreement With1 Accord Technologies For Cisco Upgrades At I.T. - \$320,955.04 -IT Budget.Docx*



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b>     |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WOOLPERT INC., IN THE AMOUNT OF \$141,497.21, FOR THE PURCHASE OF GIS MAPPING SERVICES FOR THE I.T. DEPARTMENT, TO BE PAID FROM THE CAPITAL IMPROVEMENTS FUND – INFORMATION TECHNOLOGY – MACHINERY AND EQUIPMENT LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, many Macon-Bibb County government agencies and departments use GIS maps and data in the performance of their duties; and

**WHEREAS**, the Macon-Bibb County Commission desires to ensure that these agencies and departments have the necessary tools and technology to perform their duties; and

**WHEREAS**, in order to ensure that the GIS maps and data are up to date, the County must secure the services of a contractor with the training, tools, and equipment required for accurate mapping; and

**WHEREAS**, Woolpert Inc., is a contractor qualified to do the necessary GIS mapping services and holds a federal contract for cooperative purchasing of the types of services required for the GIS mapping update; and

**WHEREAS**, the use of cooperative purchasing agreements, or joining onto other governmental purchasing agreements, instead of competitively bidding out certain projects is authorized under Macon-Bibb County Code of Ordinances Sec. 19-8; and

**WHEREAS**, Woolpert Inc. has submitted a quote for the proposed for in the amount of \$141,497.21; and

**WHEREAS**, the Procurement Department recommends award of the GIS mapping update services contract to Woolpert Inc.; 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 with Woolpert Inc., in the amount of \$141,497.21 for the purchase of GIS mapping services 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 Improvements Fund – Information Technology – Machinery & Equipment 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** the Macon-Bibb County Commission grants the Mayor and the County Manager 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 in the event scrivener's errors shall be discovered in this Resolution 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.

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Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**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 the Commission

*Q:\RES MACON-BIBB\2024 Miller Approving Agreement With Woolpert Inc For GIS Mapping - \$141,497.21 7-9-24.Docx*

# **EXHIBIT A**

## TERMS AND CONDITIONS

Client agrees to provide Woolpert, and timely supplement, all agreements that may relate to or affect the Project's programming, design, delivery and/or administration before Woolpert begins its service, or at such time when an agreement first becomes available.

Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement.

Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service.

In recognition of the relative risks, rewards and benefits of the Project to both Woolpert and Client, the risks have been allocated such that Client agrees to limit Woolpert's liability for any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs, to the extent caused by Woolpert's negligent errors or omissions, such that Woolpert's total aggregate liability shall not exceed Woolpert's fee, or Twenty-Five Thousand Dollars, whichever is greater.

Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct.

Client agrees that neither Woolpert nor anyone for whom it is responsible, have offered Client any fiduciary service and no fiduciary responsibility shall be owed.

Both Woolpert and Client agree that each will perform its respective service and obligations with the degree of skill ordinarily exercised by members of the same profession, practicing under the similar circumstances. Woolpert and Client expressly disclaim any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement.

Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work.

Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold.

Drawings, specifications, documents, and data prepared or collected by Woolpert may be used by Client solely with respect to the scope of the project described within this Agreement; and unless otherwise agreed in writing, Woolpert retains all right, title and interest therein.

In the event of Client's termination, suspension, or abandonment of the project, Woolpert will be compensated for services actually furnished through the date notice was received. Client's failure to make payments or substantially perform its obligations under this Agreement may be deemed material non-performance and sufficient cause for Woolpert to suspend or terminate its service, without subsequent consequence, provided Woolpert delivers written notice of Client's breach and at least 10 days have passed upon Client's receipt.

Client acknowledges that additional Project costs may result due to the imperfect nature of the intended improvement and that the actual Project cost may exceed the allocated Project budget. Client agrees to prepare and plan for contingencies, clarifications and modifications that may impact both the cost, schedule and/or quality of the Project.

If Client, or anyone for whom Client is responsible, makes or permits any changes to Woolpert's final deliverables without first obtaining Woolpert's written consent, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage related to the project or this Agreement, which shall include, without limitation, loss of use, profits, business or income or any other consequential damage incurred. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this Agreement.

Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of goods or services from the United State, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Client agrees if Woolpert is prohibited from performing under this Agreement as a result of the inability to obtain necessary approvals or permits in order to comply with the requirements imposed by such requirements, Woolpert's performance will be excused and the parties will terminate this Agreement for convenience.

Information contained in data, if any, furnished by Woolpert is dynamic and may change over time. These data are not better than the original sources from which they were derived. It is the responsibility of the data user to use the data appropriately and within the limitations of the data for which it was requested and prepared, in general, and these data in particular. Related graphics are intended to aid the data user in acquiring relevant data. Woolpert gives no warranty, expressed or implied, as to the accuracy, reliability, or completeness of any data. It is strongly recommended that any data are directly acquired from a Woolpert server, and not indirectly through other sources which may have changed the data in some way. Although data have been processed successfully upon Woolpert's computer system, no warranty, expressed or implied, is made regarding the utility of the data on another system, or for general or scientific purposes; nor shall the act of distribution constitute any such warranty. This disclaimer applies both to individual use of the data and aggregate use with other data.

This Agreement is to be governed by and construed in accordance with the laws of the state where the project is situated, without regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction based upon the project's location.



# Professional Service Agreement

**THIS PROFESSIONAL SERVICES AGREEMENT**, is entered on 3rd day of May, 2024, between Woolpert, Inc., 4454 Idea Center Boulevard, Dayton, OH 45430-1500 ("Woolpert") and Macon-Bibb, GA ("Client"), and intends to describe Woolpert's Professional Services ("Services") to be furnished for the: Macon Bibb County Georgia Planimetric Updates ("Project"). This Agreement for services is to be performed in conjunction with, and subject to the terms and conditions thereof, Woolpert's Federal Supply Schedule Contract: GS-35F-0425P (the "GSA Contract"). If a conflict arises between the terms of this Agreement and the GSA Contract, the terms of the GSA Contract shall govern.

**1. Scope:** Woolpert and Client agree the intended scope of service is limited to and described within Attachment A, as may be supplemented from time to time by separate Task Orders, which will always intend to reference and incorporate this Agreement. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert's error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client's written authorization before furnishing any additional service. Both parties agree to timely determine the need for any additional service, including the calculation of the additional fee in accordance with the labor schedule identified within Woolpert's proposal.

**2. Schedule:** Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services based upon the schedule described within Client's request and/or solicitation for services dated \_\_\_\_\_. Client understands that modifications to the Project's schedule may reasonably impact Woolpert's anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve.

**3. Budget:** Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services based upon the Project budget and/or Programming described within Client's request and/or solicitation for services dated \_\_\_\_\_. Client understands that a modification to the budget may reasonably impact Woolpert's planned resource allocation, and that additional service and/or fee may be required to achieve the contemplated budget variance or value-engineered savings.

**4. Fees:** Client agrees the total compensation due Woolpert for its professional service demonstrated in Attachment A is described within Attachment B. Client agrees that Woolpert's compensation is not dependent or conditional upon Client's funding for the project. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 30 days of any invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this Agreement, without subsequent consequence, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert its costs of collection, including attorneys' fees, and interest at a rate of 1.5 percent per month.

**5. Insurance:** Woolpert maintains an insurance program, at its sole cost and discretion, which includes continual coverage for both professional and commercial liability. When required by a written document, and if permitted by applicable law and/or industry regulation, Woolpert will accommodate specified terms and condition and/or afford additional insured status upon its applicable policies. Client shall be responsible for the costs of insurance required by the project that is beyond Woolpert's typical insurance program. A project-responsive copy of Woolpert's ACORD specimen is available upon Client's request.

**6. Communication:** Woolpert and Client agree to designate representatives that will be responsible for managing the project and authorized to make timely decisions that promotes and enables the successful administration, coordination, and delivery of scope and/or service described within this Agreement.

**7. Coordination:** Woolpert and Client agree to professionally collaborate with the other (inclusive of those for whom each is responsible) concerning project-based circumstances, decisions, and/or issues that affect the other's scope and/or obligations, or the project's schedule, budget or quality.

**8. Change Management:** Woolpert and Client acknowledge that project change is typical, for one reason or another. Each party agrees to cooperate with the other to reasonably determine the cause(s) of such change and to render a timely solution in the best interest of the Project, as then evaluated by the circumstances, information and belief available.

**9. Documentation:** Woolpert and Client agree to reasonably maintain and store Project documentation that adequately describes the contemporaneous milestones, circumstances, and/or decisions related to the applicable scope and/or obligations required of this Agreement.

**10. Issues:** Woolpert and Client agree to timely identify and disclose all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstance at the earliest available time so that the Project's schedule, budget or quality is mitigated and/or remediated as timely and cost-efficiently as possible.

**11. Integration:** This Agreement, inclusive of any attachments, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement.

**IN WITNESS WHEREOF**, this Agreement is accepted as of the date first written above.

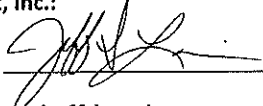
**Client:**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Woolpert, Inc.:**

Signed:  \_\_\_\_\_

Name: Jeff Lovin

Title: Senior Vice President

- Attachments A, B, Terms and Conditions, are incorporated herein by reference and expressly made part of this Agreement.

- This Agreement may be amended only by a writing signed and/or acknowledged (as via email) by authorized representatives of both parties.

# Attachment A: Scope of Services

## Client's Representative

- Name: Barbara Marlin, GIS Manager
- Company: Macon – Bibb County, GA
- Address: 200 Cherry St, Suite 401
- Phone Number: 478-621-6407
- Email address: bmarlin@maconbibb.us

## Woolpert's Contact

- Name: Sam Moffat
- Address: 4454 Idea Center Boulevard, Dayton, OH 45430-1500
- Phone Number: 865-621-2984
- Email address: [sam.moffat@woolpert.com](mailto:sam.moffat@woolpert.com)

## Services

### Section 1. General Description of the Project and Project Area

The clients project is described as follows. All data product pricing and scope of work will utilize the General Services Administration (GSA) Federal Supply Service Authorized Federal Supply Schedule 70 Price List. Woolpert, Inc. GSA Contract Number GS-35F-0425P.

**County-wide Planimetric Updates.** The project area consists of the entirety of Macon – Bibb County, GA. Ortho imagery and lidar collected in the Spring of 2024 will be utilized to update the following planimetric features. Note: All planimetric features will be clipped at the county boundary.

See figure 1 for area of interest (AOI).

Woolpert will utilize the most recent 2024 3-inch (0.25-foot) aerial ortho imagery and QL2 Lidar for the following Countywide Planimetric Updates:

- Impervious Surface (single layer)
- Building Polygons
- Hydrography
- Billboards
- Tree Canopy
- Culvert and Headwalls

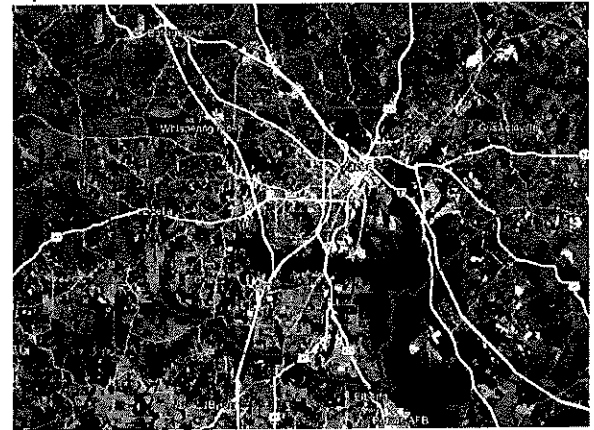


Figure 1

### Section 2. General Description of Professional Services

Woolpert understands that Macon Bibb, GA is interested in updating the following base map datasets to enhance their current GIS program.

- Single Layer Impervious Dataset (w/ generalized building polygons)
- Hydrography Network
- Billboards
- Tree Canopy
- Culverts/Headwalls



## Project Approach

Woolpert will utilize the following to support the generation of the base mapping data:

- New 4-Band (R, G, B, NIR) Aerial Imagery at a 3-inch (0.25-foot) pixel resolution flown Feb/March 2024 timeframe.
- New QL2 Lidar Data flown Feb/March 2024 timeframe (Bare Earth DEM, Hydro Breaklines, Full Point Cloud, Intensity Rasters)
- Datums/Coordinate System/Map Units
  - Horizontal Datum: NAD83 2011
  - Vertical Datum: NAVD88
  - Coordinate System: Georgia West
  - Geoid Model: Geoid12B
  - Mapping Units: US Survey Feet
  - EPSG: 6447

## Aerial Imagery

During the 2024 winter/spring flying season, Woolpert captured new aerial imagery of the project area during leaf-off conditions for deciduous vegetation in the state of Georgia (on or before March 30<sup>th</sup>, 2024).

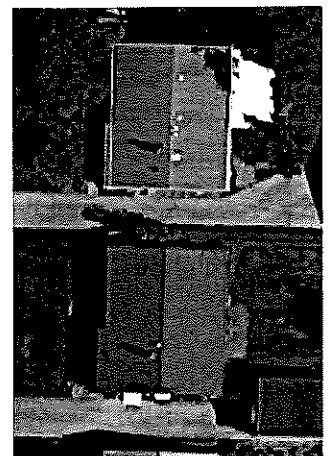
For the aerial imagery, Woolpert met the following specifications:

- Sun angle shall be 25-degrees or greater
- Streams should be within their normal banks
- Limited clouds, snow, fog, haze, smoke, or other ground obscuring conditions in the aerial imagery and lidar.
- In no case will the maximum cloud cover exceed 5% per image.
- Within the immediate areas of power plants or factories, some steam or smoke and/or shadows may be visible on imagery.
- For clustered areas of tall buildings, such as buildings within central business districts, additional imagery may be obtained to reduce building lean, however the lean will be reduced, not eliminated.
- Flights lines will be planned to meet project specifications and coordinated with control placement and survey. Imagery will be at a 3-inch pixel resolution. The imagery will be reviewed for completeness, coverage, and quality prior to processing.

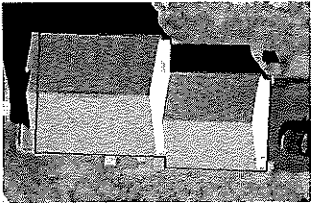
## Building Outlines

Woolpert will provide updated building outlines for Macon Bibb County. Building outlines (which may include gas station canopies, public gazebos, etc.) will be captured for all buildings greater than or equal to 100 sq. ft in area. Height Above Ground will be applied as a single attribute to each polygon feature as an absolute maximum height of top of structure. Decks and patios will not be included in the building outlines. Solid patio covers will be included as part of the building. Open roof patio covers will not be included as part of a building.

The "generalized" building outline produced by the automated building process, may not always include every change in roofline direction. Although each of the two buildings shown to the right are identical in shape, they are represented differently. Meeting positional, completeness, classification, and building area (minimal impact on sq footage) specifications, both are considered in specifications, with the green building considered an acceptable anomaly.



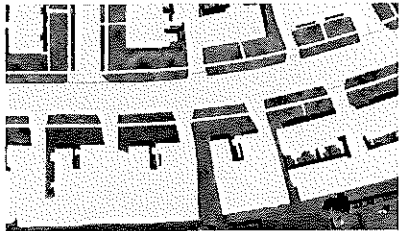
Vertical structures in orthoimagery, such as buildings, will have two characteristics - Lean or No Lean, often with lean in different directions. For buildings with lean in the imagery, the building outline will be positioned at the visible base of the building to meet horizontal position standards.



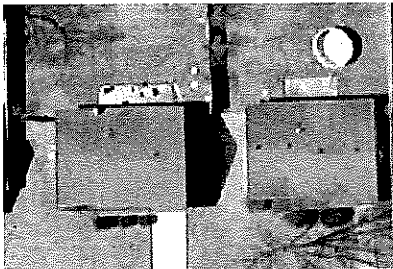
### Impervious Surface Mapping (ISM)

Woolpert will update the single layer, single feature polygon of impervious surface mapping data for features 100 square feet and greater in Esri geodatabase format. Impervious surfaces include the following:

1. Streets & Roads (Paved and Compacted Gravel)
2. Parking Lots (Paved and Compacted Gravel)
3. Driveways (Paved and Compacted Gravel)
4. Sidewalks
5. Airport Runway/Taxiway
6. Concrete Pad
7. Patio/Decks
8. Recreational Features (sport parks i.e., basketball/tennis, golf cart paths)



The “generalized” impervious surface outline produced by machine supported processing may not always include every detail of the impervious surface. Example, two concrete patio portions of the mapped impervious surface are identical in shape and size, however, they are represented differently. Since each example meets positional, completeness, classification, and impervious surface area specifications, both are considered meeting specifications. That is, the concrete patio portion of the left impervious surface is considered an acceptable anomaly.



### Accuracy

The generalized buildings will meet the following accuracy:

| Type                  | Definitions                                                                                                                                                                     |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Positional</b>     | At a 90% confidence level, 90% of buildings will be horizontally accurate $\leq 4$ pixels. 3-inch orthoimagery AOI +/- 1.0-foot                                                 |
| <b>Completeness</b>   | No more than 10% of <u>visible</u> * buildings (within orthoimagery datasets) will be omitted.                                                                                  |
| <b>Classification</b> | No more than 10% of the collected buildings data will have incorrect attribution.                                                                                               |
| <b>Area</b>           | 90% of the building areas will be represented within 90% of the actual square footage. The remaining 10% of the building areas will be within 80% of the actual square footage. |

\*Buildings within areas of dense vegetation may have a reduced accuracy.

The ISM will meet the following accuracy:

| Type                  | Definitions                                                                                                                                                                     |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Positional</b>     | At a 90% confidence level, 90% of ISM data will be horizontally accurate $\leq 4$ pixels. 3-inch orthoimagery AOI +/- 1.0-foot                                                  |
| <b>Completeness</b>   | No more than 10% of <u>visible</u> * ISM data (within lidar or orthoimagery datasets) will be omitted.                                                                          |
| <b>Classification</b> | No more than 10% of the collected ISM data will have incorrect attribution.                                                                                                     |
| <b>Area</b>           | 90% of the ISM data areas will be represented within 85% of the actual square footage. The remaining 10% of the ISM data areas will be within 75% of the actual square footage. |

\*ISM data within areas of dense vegetation may have a reduced accuracy.

## Hydrography

Using Macon Bibb County 2024 Lidar dataset alongside new 2024 orthoimagery, Woolpert will utilize a combination of machine supported and interactive mapping methodologies to produce a hydrography network covering the entirety of the County.

Elevation derived hydrography is a method of generating highly detailed and accurate surface water networks from lidar digital elevation models (DEMs). Elevation derived hydrography data is similar to traditional perennial hydrology, with the following benefits:

- Improved positional accuracy
- Denser flow networks that include ephemeral streams
- Produced for the same cost and timeframe as traditional methods

Elevation derived hydrography datasets can be summarized as follows:

- All hydrography features within the flow network are connected and flowing toward a single outlet
- All features are topologically correct, snapping where they meet, without gaps or overlaps
- Waterbodies fall within hydro flattened cells of the DEM and one or more of the Geomorphic Indicator layers generated from the DEM. They are delineated to meet a size requirement mutually agreed upon at project start
- Line features fall within visible channels of the DEM, and/or within one or more of the Geomorphic Indicator layers generated from the DEM. They are segmented where features intersect and/or attributes change

### Inputs

Woolpert will use the most recent lidar digital elevation model (DEM) available to generate hydrography and the Geomorphic Indicator datasets applied in data inspection. Existing orthoimagery, the U.S Geological Survey National Hydrography Dataset (NHD) and Watershed Boundary Dataset (WBD) will serve as additional inputs and quality control.

As part of the delineation process, multiple Geomorphic Indicator datasets (GMIs) will be generated from the elevation data. GMIs classify each pixel on the landscape according to how that pixel interacts with other pixels to form surface flow. GMI datasets will be used as editing and quality control references.

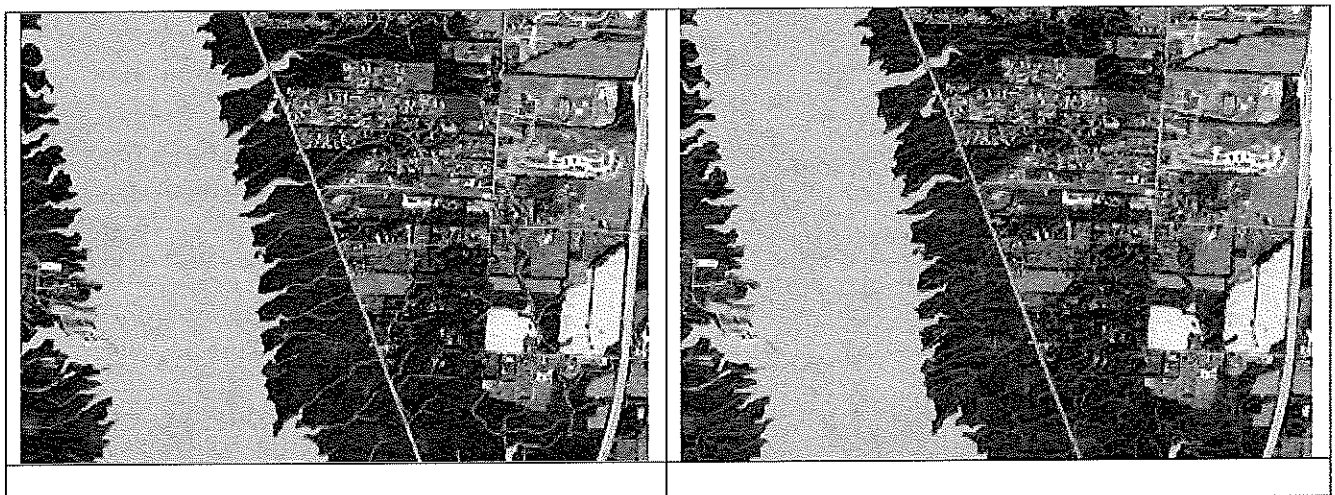
### Method

Machine-assisted processing will produce a surface water flow network covering the project area, averaging two (2) to four (4) times the density of the existing NHD data for a given area. Surface water features contributing to the flow network will be traceable both upstream and downstream. Surface water features not contributing to the flow network (i.e., sinks, depressions) will not be included in the final dataset.

Features will be attributed according to the USGS "Elevation-Derived Hydrography—Representation, Extraction, Attribution, and Delineation (READ) Rules".

Figure 1 - Existing NHD

Figure 2 - Elevation Derived Hydrography





## Perennial Features (Visible Water)

Woolpert will delineate perennial hydrography features consisting of:

1. Waterbody (Polygon) – River, lake, pond, reservoir, or other areas with an open surface of visible water
2. Swamp/Marsh (Polygon) – An open surface of visible water with vegetation
3. Stream (Line) – Single Line of visible water
4. Canal/Ditch (Line or polygon)– Human-made flows of visible water

## Ephemeral Features (Non-Visible Water)

Woolpert will delineate ephemeral features that have natural surface flows contributing to the flow network:

5. Ephemeral streams in developed areas (i.e., suburban, commercial, industrial) that:
  - o Demonstrate flow within 20-acre catchment areas (this is comparable to Strahler Stream Order 5/6), and
  - o Continue as natural surface flows through culverts, underground pipes, and bridges to other delineated features
- Ephemeral features in agricultural fields that:
  - o Demonstrate flow within 6-acre catchment areas (this is comparable to Strahler Stream Order 7/8), and
  - o Continue as natural surface flow to perennial streams and waterbodies

Woolpert will not delineate ephemeral features that flow into non-visible and/or engineered areas such as:

- o Storm water inlets
- o Curb inlets
- o Catch basins
- o Impervious roads with no visible exit to natural surface streams

## Other Features

Woolpert will delineate other surface water features that enable the connectivity of the flow network, including:

1. Artificial path – Line feature approximating the flow centerline through a waterbody
2. Connector – connector between two water features, such as a culvert or pipeline
3. Dam/Weir – linear feature that represents a manufactured barrier constructed to hold back water

## Attribution Guidelines

Hydrography features will be attributed according to the USGS “*Elevation-Derived Hydrography—Representation, Extraction, Attribution, and Delineation (READ) Rules*”.

Table 1 - Polygon Features Attribute Table Example

| Field Name | Description                                                |
|------------|------------------------------------------------------------|
| OBJECTID   | Unique feature identifier                                  |
| Shape      | PolygonZ                                                   |
| FClass     | NHD Class code                                             |
| EClass     | NHD Class code                                             |
| FCode      | NHD feature code (ex. 39000 or 46000)                      |
| Desc       | Feature description (i.e., Lake/Pond or Stream/River)      |
| Source     | Elevation dataset collection name, date, and quality level |
| Method     | Description of collection method                           |
| UserCode   | TBD                                                        |
| Comments   | TBD                                                        |

Table 2 - Line Features Attribute Table Example

| Field Name | Description                                          |
|------------|------------------------------------------------------|
| OBJECTID   | Unique feature identifier                            |
| Shape      | PolylineZ                                            |
| FClass     | NHD Class code                                       |
| EClass     | NHD Class code                                       |
| FCode      | NHD feature code (ex. 33400, 46800, 55800, or 34300) |

|                 |                                                                    |
|-----------------|--------------------------------------------------------------------|
| <b>Desc</b>     | Feature description (i.e., Artificial Path, Drainageway, Dam/Weir) |
| <b>Source</b>   | Elevation dataset collection name, date, and quality level         |
| <b>Method</b>   | Description of collection method                                   |
| <b>UserCode</b> | TBD                                                                |
| <b>Comments</b> | TBD                                                                |

### Specifications

Woolpert will produce an elevation derived hydrography dataset in USGS Geodatabase template format that includes:

4. 3D (x,y,z) coordinates for each feature vertex
5. Connectivity as a single flow network
6. Monotonicity (flowing downhill)
7. Streams greater than 50-feet in width will be represented by a waterbody polygon:
  - o Hydro-flattened and level bank-to-bank
  - o Gradient elevation following the immediately surrounding terrain
8. Waterbodies 2-acres or larger will be delineated and hydro flattened with a single elevation
9. Waterbodies will have an artificial path (approximate centerline) feature connecting their inlet and outlet
10. Headwaters that are waterbodies will have an artificial path starting in their center and connecting their outlet
11. Feature intersections will be a shared vertex with a single elevation
12. Entire water surface edge must be at or just below the immediately surrounding terrain

### Accuracy Assessment

USGS has prescribed relative positional accuracy as the measure of quality for elevation derived hydrography. Relative positional accuracy indicates how well features in one dataset align with another. It is not a measure of how positionally accurate the DEM is, or of how accurate features are in direct relation to the earth surface. The authoritative source for assessing the relative positional accuracy of elevation derived hydrography is the input DEM. Thus, hydrography feature positions may not exactly match imagery or other datasets, especially if the date of the two data collections is different.

- Vertical Accuracy
  - o All lines and waterbody edges will be at or just below the elevation value of the immediately surrounding terrain, within 1-meter of the location on the bare-earth DEM
  - o Exceptions to this requirement are features that are used to preserve flow network connectivity (i.e., culverts, pipelines)
- Horizontal Accuracy
  - o Line features will fall within visible channels in the DEM within a 90% confidence level. Linear features outside a visible channel will be limited to 10% of the data and will not be positioned more than 3-meters from a channel.
  - o Waterbody features will fall within a hydro flattened area or a waterbody boundary visible in the DEM within a 90% confidence level. Waterbodies outside these areas will be limited to 10% of the data and will be no more than 3-meters from a hydro flattened cell or visible boundary.
  - o Exceptions to this requirement are feature vertices adjusted to maintain monotonicity (network flow)

### BillBoards

- Billboards (point feature)
  - o **Assumptions**
    - Billboards- Large Traditional Style Billboards ((long and rectangular), similar to you would find along interstates, not things like giant McDonald's signs or giant gas station signs.

| Type                  | Definitions                                                                                                                                                                              |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Positional</b>     | At a 90% confidence level, 90% of planimetric data will be horizontally accurate $\leq 4$ pixels. 3-inch orthoimagery AOI $\pm 1.0$ -foot                                                |
| <b>Completeness</b>   | No more than 10% of <u>visible</u> planimetric data (within orthoimagery datasets) will be omitted.                                                                                      |
| <b>Classification</b> | No more than 10% of the collected planimetric data will have incorrect attribution.                                                                                                      |
| <b>Area</b>           | 90% of the planimetric data areas will be represented within 85% of the actual square footage. The remaining 10% of the plan data areas will be within 75% of the actual square footage. |

\*Planimetric data within areas of dense vegetation may have reduced accuracy

## Tree Canopy

- Tree Canopy (Polygons)
  - Assumptions
    - Tree Canopy- This will be extracted from the lidar and then we will QC on imagery but will add new tree canopy areas since the lidar was acquired.

| Type                  | Definitions                                                                                                                                                                              |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Positional</b>     | At a 90% confidence level, 90% of planimetric data will be horizontally accurate $\leq 4$ pixels. 3-inch orthoimagery AOI $\pm 1.0$ -foot                                                |
| <b>Completeness</b>   | No more than 10% of <u>visible</u> planimetric data (within orthoimagery datasets) will be omitted.                                                                                      |
| <b>Classification</b> | No more than 10% of the collected planimetric data will have incorrect attribution.                                                                                                      |
| <b>Area</b>           | 90% of the planimetric data areas will be represented within 85% of the actual square footage. The remaining 10% of the plan data areas will be within 75% of the actual square footage. |

\*Planimetric data within areas of dense vegetation may have reduced accuracy

## Culverts and Headwalls

- Culvert and Headwall (point feature): only to collect those that contribute to the hydro network provided in 2022 by Woolpert

| Type                  | Definitions                                                                                                                                                                              |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Positional</b>     | At a 90% confidence level, 90% of planimetric data will be horizontally accurate $\leq 4$ pixels. 3-inch orthoimagery AOI $\pm 1.0$ -foot                                                |
| <b>Completeness</b>   | No more than 10% of <u>visible</u> planimetric data (within orthoimagery datasets) will be omitted.                                                                                      |
| <b>Classification</b> | No more than 10% of the collected planimetric data will have incorrect attribution.                                                                                                      |
| <b>Area</b>           | 90% of the planimetric data areas will be represented within 85% of the actual square footage. The remaining 10% of the plan data areas will be within 75% of the actual square footage. |

\*Planimetric data within areas of dense vegetation may have reduced accuracy

## Assumptions:

1. The culvert/headwall update will only be worth it if Macon Bibb also tasks the Hydro Update. There's a potential for new connectors to be discovered during the hydro update (think new developments), which would lead to them needing to be attributed as culvert/headwalls. Otherwise, we'd just be reviewing the old collect on new imagery to see if anything is easier to see/identify. The original culvert/headwall project only included the connectors from the hydro network, and the assumption is that the methodology wouldn't change here.
2. None of these costs assumes any sort of attribution for "changed" or "new", etc. This is strictly a geometry update, with only the attributes from the previous collect being updated (for example, base elevation, roof elevation, and building heights would be added to any new buildings).



## Schedule

The project will be initiated in June 2024 and will be completed based on the proposed production milestones established for this project. However, an official schedule during project inception will need to be negotiated and determined where it is stated as "TBD.":

|                                                                                                  |           |
|--------------------------------------------------------------------------------------------------|-----------|
| Project initiation .....                                                                         | June 2024 |
| Impervious Surface (single layer) and Building Polygons (Incremental Deliverable Structure)..... | TBD       |
| Hydrography.....                                                                                 | TBD       |
| Billboards.....                                                                                  | TBD       |
| Tree Canopy.....                                                                                 | TBD       |
| Culverts and Headwalls.....                                                                      | TBD       |
| Final Delivery.....                                                                              | TBD       |

## Deliverables

Woolpert will deliver the following that can be incorporated into the County's existing GIS system containing:

- Impervious Surface Mapping (w/ Building Polygons) in ESRI geodatabase format
- Hydrography Mapping in ESRI geodatabase format
- Billboard Updates in ESRI geodatabase format
- Tree Canopy Updates in ESRI geodatabase format
- Culverts and Headwall Updates in ESRI geodatabase format
- One set of project level FGDC Metadata

## Deliverable Acceptance

The client has thirty (30) business days to review deliverables and submit review comments. Woolpert will review each comment and together with the client determine the appropriate action. If it is determined that Woolpert needs to re-submit a deliverable or portion of a deliverable, that deliverable or portion will be completed and resubmitted within fifteen (15) business days after the appropriate action has been determined. Any deliverable not submitted by the client for review within thirty days will be deemed as accepted, therefore Woolpert will not be obligated to change, correct, or resubmit that deliverable.

## Attachment B: Compensation

### Lump Sum Summary

- County-wide, Impervious Surface, Building Polygons, Hydrography, Billboards, Tree Canopy and Culverts and Headwalls.....**\$141,497.21**
- Pricing is based on Federal Supply Schedule 70 – General purpose Commercial Technology Equipment, Supplies and Services.
- Woolpert General Services Administration Federal Supply  
Contract Number: GS-35F-0425P ....**See Fee Schedule Below**

| Woolpert, Inc.                                         |           |      |       |               |
|--------------------------------------------------------|-----------|------|-------|---------------|
| Price List - Option Period Three (04.07.19 - 04.06.24) |           |      |       |               |
| SIN 132.41                                             |           |      |       |               |
|                                                        |           |      |       |               |
|                                                        |           |      |       |               |
|                                                        |           |      |       |               |
| Labor Category                                         | GSA Price | Unit | Qty:  | Price         |
| Program Manager                                        | 276.64    | Hour | 8     | \$ 2,213.12   |
| Group Manager                                          | 246.84    | Hour | 32    | \$ 8,852.48   |
| Photogrammetrist                                       | 188.85    | Hour | 89    | \$ 16,807.65  |
| Project Manager                                        | 233.24    | Hour | 110   | \$ 25,656.40  |
| Sr. GIS Specialist                                     | 196.4     | Hour | 51    | \$ 10,016.40  |
| Sr. GIS DB Dev/Programmer                              | 172.63    | Hour |       | \$ -          |
| Professional Surveyor                                  | 152.3     | Hour |       | \$ -          |
| GIS DB Dev/Programmer                                  | 154.06    | Hour |       | \$ -          |
| GIS Pilot                                              | 140.17    | Hour |       | \$ -          |
| GIS Specialist                                         | 132.57    | Hour | 588   | \$ 77,951.16  |
| LIDAR Specialist                                       | 132.57    | Hour |       | \$ -          |
| Jr. GIS DB Dev/Programmer                              | 129.83    | Hour |       | \$ -          |
| Technical Writer                                       | 143.86    | Hour |       | \$ -          |
| Photogrammetric Technician                             | 91.45     | Hour |       | \$ -          |
| Survey Crew Chief                                      | 100.23    | Hour |       | \$ -          |
| GIS Technician                                         | 90.32     | Hour |       | \$ -          |
| Administrative Assistant                               | 89.59     | Hour |       | \$ -          |
|                                                        |           |      |       |               |
|                                                        |           |      | TOTAL | \$ 141,497.21 |



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b>     |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LIMITLESS CONCRETE & WORKS, INC., TO PERFORM SIDEWALK CONSTRUCTION ALONG HOLLINGSWORTH ROAD, AT A COST TO MACON-BIBB COUNTY OF \$366,125.50, TO BE PAID FROM 2018 SPLOST FUNDS FOR ROAD WORK; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, in 2018, Macon-Bibb County determined that the neighborhood surrounding Hollingsworth Road and amount of pedestrian and vehicle traffic in that area necessitated a sidewalk and contracted with Stantec Consulting Services; and

**WHEREAS**, Stantec Consulting Services provided Macon-Bibb County with the necessary design plans for the construction of the Hollingsworth Road sidewalks; and

**WHEREAS**, Invitation for Bids (IFB) No. 24-026-LH was published on April 24, 2024, advertised on the Macon-Bibb County's Procurement page, and posted to the Georgia Procurement Registry; and

**WHEREAS**, three hundred eighteen (318) vendors were notified of the IFB, of whom, twenty-nine (29) self-identified as African American owned, five (5) self-identified as Asian American owned, eight (8) self-identified as Native American owned, two (2) self-identified as Pacific Islander American owned, and one (1) self-identified as Hispanic/Latino owned; and

**WHEREAS**, on the published due date, two (2) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and



**WHEREAS**, Limitless Concrete & Works, Inc., whose total bid was the lowest responsive and responsible submission, is recommended for award; and

**WHEREAS**, Procurement concurs with this contract award; 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 an independent contractor agreement with Limitless Concrete & Works, Inc., to perform sidewalk improvements along Hollingsworth Road, in the amount of THREE HUNDRED SIXTY-SIX THOUSAND, ONE HUNDRED THIRTY-FIVE DOLLARS AND FIFTY CENTS (\$366,135.50), to be paid from 2018 SPLOST funds for roadwork and with such agreement in a form to be approved of by the County Attorney.

**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** 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 in the event scrivener's errors shall be discovered in this Resolution 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** that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**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 the Commission

*Q:\2024 Miller Authorizing Agreement With Limitless Concrete For Hollingsworth Road Sidewalks In The Amount Of  
\$366,135.50 - 7-8-24.Docx*



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b>     |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH 1 ACCORD TECHNOLOGIES FOR THE PURCHASE AND IMPLEMENTATION OF 40 CISCO CATALYST 9300 SYSTEMS FOR ENHANCED INTERNET SECURITY AND STABILITY FOR FIRE STATIONS, IN THE AMOUNT OF \$471,007.20 TO BE PAID FROM 2018 SPLOST FUNDS FOR PUBLIC SAFETY, IT UPGRADES; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS,** The Macon-Bibb County Fire Department is a crucial component of ensuring public safety and requires that the fire stations have stable and secure internet connections; and

**WHEREAS,** the current internet connectivity supports for the fire department are reaching the end-of-life, which will lead to lowered performance and lack of support for these systems; and

**WHEREAS,** the I.T. Department has determined that the Cisco Catalyst 9300 system will provide the necessary internet security and stability to ensure that the fire department is able to perform its duties; and

**WHEREAS,** 1 Accord Technologies is a licensed retailer of the necessary hardware and software for the Cisco Catalyst 9300 system, under Georgia Statewide Contract # 99999-SPD-T20120501-0006 for networking equipment and IT infrastructure products; and

**WHEREAS,** utilization of cooperative purchasing is authorized under Macon-Bibb County Code of Ordinances Sec. 19-8, and provides reduced pricing and shorter processing times; and

**WHEREAS,** Procurement concurs with this contract award; 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 purchase agreement with 1 Accord Technologies for the purchase and implementation of 40 Cisco Catalyst 9300 systems at the fire stations in Macon-Bibb County, in the amount of FOUR HUNDRED SEVENTY-ONE THOUSAND, SEVEN DOLLARS AND TWENTY CENTS (\$471,007.20), to be paid from 2018 SPLOST funds for Public Safety, and with such agreement in a form to be approved of by the County Attorney.

**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** 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 in the event scrivener's errors shall be discovered in this Resolution 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** that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**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 the Commission

(SEAL)

*Q:\RES MACON-BIBB\2024 Miller Authorizing Agreement With1 Accord Technologies For Cisco Upgrades At Fire  
Stations - \$471,007.20 - SPLOST.Docx*



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b>     |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SIGNATURE TENNIS COURTS INC., IN THE AMOUNT OF \$364,800.00, FOR THE RESURFACING AND REPAIRING OF TENNIS AND PICKLEBALL COURTS AT JOHN DREW SMITH AND RANDY STEPHENS TENNIS CENTERS, TO BE PAID FROM THE SPLOST 2018 FUND – RECREATION – JDS TENNIS – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the tennis and pickleball courts at the John Drew Smith Tennis Center and Randy Stephens Tennis Center require repairing and resurfacing; and

**WHEREAS**, the scope of work for repair and resurface project is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, Invitation for Bids (“IFB”) No. 24-029-LH was published on May 6, 2024, soliciting bids for tennis and pickleball court resurfacing and repair; and

**WHEREAS**, IFB No. 24-029-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where two hundred eighty (280) vendors were notified of the opportunity; and

**WHEREAS**, of the vendors notified, thirty-two (32) were African American-owned, seven (7) were Asian American-owned, three (3) were Native American-owned, and two (2) were Pacific Islander American-owned; and

**WHEREAS**, on the published due date of June 20, 2024, two (2) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirements; and



**WHEREAS**, after the bid review, Signature Tennis Courts, Inc., whose total bid was the lowest responsive and responsible submission, was recommended for award of a contract in the amount of \$364,800.00; 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, in a form to be approved by the County Attorney's Office, with Signature Tennis Courts, Inc., in the amount of \$364,800.00, for the resurfacing and repair of tennis and pickleball courts at the John Drew Smith and Randy Stephens Tennis Centers, for the scope of work described in Exhibit A, to be paid from the SPLOST 2018 Fund – Recreation – JDS Tennis - Property 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** the Macon-Bibb County Commission grants the Mayor, the County Manager, and the Parks and Recreation Director, or their designees 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 in the event scrivener's errors shall be discovered in this Resolution 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** that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**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 the Commission

*Q:\RES MACON-BIBB\2024 Miller Authorizing Agreement With Signature Tennis Courts Inc. For Tennis And Pickleball Resurfacing - \$364,800 7-11-24.Docx*

# **EXHIBIT A**



## Scope of Work

### Attachment B

Macon-Bibb County desires to resurface Tennis Courts and Pickleball Courts and install French drain systems. Material, labor, and equipment to be included in the cost to provide mentioned services. Bidders are required to take their own measurements for each of the courts mentioned in this scope of work.

- Bidder shall include cost of removal and installation of surfaces.
- Bidder shall provide manufacturer's warranty information.
- Bidder shall provide a delivery timeframe for completion.

#### **Randy Stephens Tennis Center**

1. Leveling, patching and sealing cracks as necessary in the base surface, Repair all structural cracks with E330 crack filler and install multi layered Rite Way crack repair system over all structural cracks (1/16" or larger) that incorporates micro sealant moisture barrier over cracks.
2. Apply at least 3 coats of Acrytech or approved equal product for tennis and pickle ball surfaces.
3. Scarify uneven areas, patch and level.
4. Stripe 23 tennis courts and 8 junior courts with one coat of primer and two coats of texturized white line paint and restripe junior lines like current and pickle ball lines like current.
5. Sand and paint net posts, re-hang nets.
6. Install 119' of French drain on south end of Pickle Ball Courts.
7. Install 216' of French drain on south end of courts 19-22.
8. Install 331' of French drain on south end of courts 13-18 and 290' of black pipe.

Note – 40' of concrete will be cut and patched.

9. 331' of French drain on the north end of courts 7 -12 and 430' of black pipe  
(40' of concrete may need to be cut or patched).
10. 331' of French drain on the south end of courts 1-6 and 430' of black pipe  
40' of concrete may have to be cut or patched.
11. Clean the job work site and leave the courts ready for play.
12. Provide manufacturer's warranty.

### **John Drew Smith Tennis Center**

1. Leveling, patching and sealing cracks as necessary in the base surface, Repair all structural cracks with E330 crack filler and install multi layered Rite Way crack repair system over all structural cracks (1/16" or larger) that incorporates micro sealant moisture barrier over cracks.
2. Apply at least 3 coats of Acrytech or approved equal product for tennis and pickle ball surfaces.
3. Scarify uneven areas, patch and level.
4. Stripe 22 tennis courts, 6 pickle ball courts and one hitting wall court with one coat of primer and two coats of texturized white line paint and restripe junior lines like existing current.
5. Sand and paint net posts, re-hang nets and clean work site thoroughly.
6. Clean the job work site and leave the courts ready for play.
7. Provide manufacturer's warranty.



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**A RESOLUTION OF MACON-BIBB COUNTY COMMISSION AGREEING TO PARTICIPATE IN THE NATIONAL KROGER OPIOID SETTLEMENT AND AGREEING TO BE BOUND BY AN ANTICIPATED MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND GEORGIA SUBDIVISIONS REGARDING THE NATIONAL KROGER OPIOID SETTLEMENT, AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, Macon-Bibb County (the “County”) initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief; and

**WHEREAS**, Defendant Kroger has reached a national settlement framework (collectively referred to as the “Framework”) for the payment of approximately \$1.2 Billion over 11 years, across 33 states and the District of Columbia, including the State of Georgia, and that Georgia subdivisions now have the option to join in the settlement through the State of Georgia; and

**WHEREAS**, the State of Georgia and certain Georgia subdivisions anticipate reaching a Memorandum of Understanding regarding the New Opioid Settlements, the purpose of which is to maximize funds available under the New Opioid Settlements and control how funds from the Framework are allocated between the State of Georgia and Georgia subdivisions, and the form of which is expected to be identical in all material respects to similar agreements between the State and Macon-Bibb County previously agreed to by the County; and

**WHEREAS**, the exact allocation of funds to Macon-Bibb County through the State of Georgia is not known at this time, but the Macon-Bibb County Commission finds that participating in this Framework offers the best chance for recovery from Defendant Kroger in this matter, and



understands that the funds received hereby will be required to be used for the mitigation of harms caused by the opioid epidemic in accordance with the orders of the Court; and

**WHEREAS**, the County desires to participate in the New Opioid Settlements and intends to agree to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the Framework; 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 that the County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the Kroger National Settlement Framework, and authorizes the Mayor to execute the Subdivision Participation and Release Form attached hereto at Exhibit A and incorporated herein by reference.

**BE IT FURTHER RESOLVED** that the County Board of Commissioners, as the governing body of the County, hereby agrees to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the Framework.

**BE IT FURTHER RESOLVED** that the County Board of Commissioners hereby appoints Mayor Lester M. Miller, or his designee, as the duly-appointed representative of the County for the purposes of participating in the Framework and agreeing to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the Framework, and that Mayor Miller shall have authority to execute all such further or additional documents as may be necessary to carry out the intents of this Resolution.

**BE IT FURTHER RESOLVED** that once a Memorandum of Understanding with the State of Georgia has been reached regarding the Framework, the County Board of Commissioners directs the duly-appointed representative of the County to execute any document necessary to demonstrate the County's agreement to be bound by the Memorandum of Understanding.

**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** 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 in the event scrivener's errors shall be discovered in this Resolution 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** that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**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 the Commission

*\\Tc-Storage.Maconbibb.Us\Countyattstorage\RES MACON-BIBB\2024 Miller Agreeing To Kroger Opioid Settlement 7-10-24.Docx*



# **EXHIBIT A**

New National Opioids Settlement: Kroger  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Macon-Bibb County Unified Government, GA  
Reference Number: CL-790644

***TO LOCAL POLITICAL SUBDIVISIONS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

**Deadline: August 12, 2024**

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("*Settling Defendant*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Georgia is participating in the Kroger settlement.

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.
- The *Memorandum of Understanding* for the Kroger settlement for subdivisions to execute through the DocuSign process.

**The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.**

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by

participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

### **How to return signed forms:**

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**The sign-on period for subdivisions ends on August 12, 2024.**



If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or Melissa M. Devine at the Georgia Attorney General's Office at (404) 458-3765 or [mdevine@law.ga.gov](mailto:mdevine@law.ga.gov).

Thank you,

New National Opioids Settlement Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.*

**Subdivision Participation and Release Form**

|                                                           |           |
|-----------------------------------------------------------|-----------|
| Governmental Entity: Macon-Bibb County Unified Government | State: GA |
| Authorized Signatory:                                     |           |
| Address 1:                                                |           |
| Address 2:                                                |           |
| City, State, Zip:                                         |           |
| Phone:                                                    |           |
| Email:                                                    |           |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.





11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **Settlement Document**

### **Binding on State of Georgia When Executed by Georgia AG / Governor**

#### **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with The Kroger Co.**

##### **Foreword**

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”).

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”).

On March 22, 2024, The Kroger Co. (“Kroger”) agreed to a national settlement framework (the “Opioid Settlement”) that the State of Georgia and LGs are eligible to join.

During April 2024, the State entered into the Opioid Settlement. The LGs have until August 12, 2024 to opt in to the Opioid Settlement.

This Memorandum of Understanding (“Memorandum” or “2024 MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Opioid Settlement to remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU. Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.



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I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Opioid Settlement as defined in this 2024 MOU which are allocated to Georgia and its Participating Local Governments under the Opioid Settlement.
- d. “Opioid Settlement” means the Kroger Opioid Settlement dated March 22, 2024.
- e. “Parties” shall mean the State and the Participating Local Governments.
- f. “Participating Local Governments” shall mean:
  - (i.) all litigating subdivisions listed on Exhibit “C” of the Opioid Settlement, and
  - (ii.) nonlitigating subdivisions listed on Exhibit “G” of the Opioid Settlementthat choose to sign on to the Opioid Settlement and this Memorandum.
- g. “Released Entities” means the entities defined as such in the Opioid Settlement.
- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.





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- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.

#### **II. Allocation between State and Local Governments**

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a Settlement Fund Administrator as defined in the Opioid Settlement and distributed pursuant to the Opioid Settlement, with the following additional conditions:
  - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in the Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;
  - (ii) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in the Opioid Settlement, at least 2% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
  - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in the Opioid Settlement, at least 1% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the school district agreed to participate shall be allocated to the school district to be used for Approved Purposes.
- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.



## Settlement Document

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- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018 or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Opioid Settlement and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU, and this 2024 MOU.
  - (i.) For purposes of the Regional Distribution under the Opioid Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
  - (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
  - (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
  - (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this 2024 MOU as under the 2022 MOU, including reporting requirements and making themselves available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

### III. Funds to be used for Approved Purposes; Clawback and Recoupment



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- a. With the exception of administrative expenses as allowed under the Opioid Settlement, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Opioid Settlement, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlement, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

#### IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State





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or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.

- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Opioid Settlement.
- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.
- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used



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funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.

- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Fund Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.
- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

## V. Litigation Bar

- a. All Parties expressly acknowledge that this 2024 MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that the Opioid Settlement is a state-



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wide opioid settlement as that term is defined in O.C.G.A. § 10-13B-2(4).

#### **VI. Attorney's Fees; Costs and Expenses**

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

#### **VII. Future Agreements and Negotiations**

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in  
(1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Opioid Settlement, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

#### **VIII. Miscellaneous**

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require th





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consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.

- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to the Opioid Settlement in the event the Opioid Settlement is terminated by the parties to it.
- e. By entering into this Memorandum, a local government agrees to participate in the Opioid Settlement.
- f. If less than 65% of the litigating LGs participate in the Opioid Settlement, this Memorandum is voidable by the State.

\* \* \* \* \*



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ATTACHED EXHIBITS:

EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE  
BOUND TO MEMORANDUM OF  
UNDERSTANDING



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**EXHIBIT 1**

**ACKNOWLEDGEMENT AND AGREEMENT  
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below- referenced entity, acknowledges the following:

- Macon-Bibb County Unified Government has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with The Kroger Co.**
- The undersigned is a duly-appointed representative of Macon-Bibb County Unified Government, and has the authority to execute this document and bind Macon-Bibb County Unified Government to the Memorandum.
- Macon-Bibb County Unified Government is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf Macon-Bibb County Unified Government, understands and acknowledges the terms of the Memorandum, and Macon-Bibb County Unified Government agrees to be bound by its terms.
- No party is under duress or undue influence.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Entity: Macon-Bibb County Unified Government, GA

**Designated Contact for Purposes of Section VIII.b:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_





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#### LEGISLATIVE SPONSORS

- |                                                            |                                                             |
|------------------------------------------------------------|-------------------------------------------------------------|
| <input checked="" type="checkbox"/> MAYOR LESTER M. MILLER | <input type="checkbox"/> MAYOR PRO TEMPORE SETH CLARK       |
| <input type="checkbox"/> COMMISSIONER VALERIE WYNN         | <input type="checkbox"/> COMMISSIONER PAUL BRONSON          |
| <input type="checkbox"/> COMMISSIONER ELAINE LUCAS         | <input type="checkbox"/> COMMISSIONER MALLORY C. JONES, III |
| <input type="checkbox"/> COMMISSIONER RAYMOND WILDER       | <input type="checkbox"/> COMMISSIONER BILL HOWELL           |
| <input type="checkbox"/> COMMISSIONER VIRGIL WATKINS, JR.  | <input type="checkbox"/> COMMISSIONER BRENDA LYN BAILEY     |
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**AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO \$225,000.00 IN AMERICAN RESCUE PLAN ACT FUNDS TO FAMILY COUNSELING CENTER OF CENTRAL GEORGIA, INC. FOR THE PROVISION OF BEHAVIORAL HEALTH CARE PROGRAMS; AND FOR OTHER LAWFUL PURPOSES.**

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

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

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

**WHEREAS**, in addition to a variety of targeted economic stimulus and recovery appropriations, Section 9901 of the ARPA amended Title VI of the Social Security Act, 42 U.S.C. § 803, to appropriate \$130.2 Billion in direct payments to local city and county governments through a program known as State and Local Fiscal Recovery Funds (“SLFRF”) program; and

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

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<sup>1</sup> See, United States Treasury Department Table, *available at* [https://home.treasury.gov/system/files/136/fiscalrecoveryfunds\\_countyfunding\\_2021.05.10-1a-508A.pdf](https://home.treasury.gov/system/files/136/fiscalrecoveryfunds_countyfunding_2021.05.10-1a-508A.pdf) (last accessed May 27, 2022).

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

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

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

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

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

**WHEREAS**, in December 2022, Congress amended the SLFRF program through the Consolidated Appropriations Act, 2023, providing additional flexibility for recipients to use SLFRF funds to respond to natural disasters, build critical infrastructure, and support community development; and

**WHEREAS**, on September 20, 2023, Treasury issued a 2023 Interim Final Rule implementing the Consolidated Appropriations Act, 2023 amendments to the SLFRF program; and

**WHEREAS**, the Macon-Bibb County Commission desires to appropriate the local government assistance funds received by the County in a way that complies with all applicable federal law, regulations, and guidelines; and

**WHEREAS**, the Macon-Bibb County Commission desires to appropriate up to \$225,000.00 in American Rescue Plan Act funds for the purpose of providing funding to the Family Counseling Center of Central Georgia, Inc. for the provisions of behavioral health care services in accordance with 31 CFR 35.6(b)(3)(i)(C); and

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



**WHEREAS**, the appropriations authorized by this Ordinance will be utilized in compliance with the aforementioned Act, Final Rule, and Interim Final Rule; and

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

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

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

#### **Section 1**

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$225,000.00 from American Rescue Plan Act funds in accordance with the regulations issued by the United States Department of Treasury, to be used to provide funding to the Family Counseling Center of Central Georgia, Inc. for the provision of behavioral health care services.

#### **Section 2.**

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

#### **Section 3.**

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

#### **Section 4.**

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

#### **Section 5.**

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

#### **Section 6.**

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

#### **Section 7.**

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

#### **Section 8.**

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

#### **Section 9.**

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

**SO ORDERED AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

(SEAL) Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of the Commission

*Q:\ORD MACON-BIBB\2024 Miller Appropriating Up To \$225,000 In ARPA Funds To Family Counseling Center  
Of Central Georgia 7-8-24.Docx*





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#### LEGISLATIVE SPONSORS

- |                                                            |                                                             |
|------------------------------------------------------------|-------------------------------------------------------------|
| <input checked="" type="checkbox"/> MAYOR LESTER M. MILLER | <input type="checkbox"/> MAYOR PRO TEMPORE SETH CLARK       |
| <input type="checkbox"/> COMMISSIONER VALERIE WYNN         | <input type="checkbox"/> COMMISSIONER PAUL BRONSON          |
| <input type="checkbox"/> COMMISSIONER ELAINE LUCAS         | <input type="checkbox"/> COMMISSIONER MALLORY C. JONES, III |
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| <input type="checkbox"/> COMMISSIONER VIRGIL WATKINS, JR.  | <input type="checkbox"/> COMMISSIONER BRENDA LYN BAILEY     |
- 

**AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO \$500,000.00 FROM SPONSORED PROGRAMS LINE ITEM 250.0368 – PUBLIC SAFETY TO THE COMMUNITY FOUNDATION OF CENTRAL GEORGIA FOR CONTINUED SUPPORT OF THE MACON VIOLENCE PREVENTION GRANT PROGRAM; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, public safety is a paramount priority of the Macon-Bibb County Commission; and

**WHEREAS**, Macon-Bibb County maintains a sponsored programs fund designated exclusively for use for public safety initiatives; and

**WHEREAS**, the Macon-Bibb County Commission desires to appropriate \$500,000.00 of those public safety funds to further the Macon Violence Prevention (“MVP”) program, a collaborative partnership between governmental and nonprofit organizations in Macon-Bibb County focused on preventing violent crime, by providing additional funding for the MVP grant program, established by Ordinance O-21-0076 and managed by the Community Foundation of Central Georgia, Inc. in accordance with C-22-0004; and

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

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

### **Section 1**

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$500,000.00 from Sponsored Programs Line Item 250.0368 – Public Safety to the Community Foundation of Central Georgia, Inc. for the purpose of funding the Macon Violence Prevention grant program, as established by Ordinance O-21-0076, and in accordance with the agreement between Macon-Bibb County and the Community Foundation of Central Georgia, Inc. regarding the Macon Violence Prevention grant program (C-22-0004).

### **Section 2.**

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

### **Section 3.**

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

### **Section 4.**

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

### **Section 5.**

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

### **Section 6.**

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County

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

**Section 7.**

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

**Section 8.**

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

**SO ORDERED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

(SEAL)

Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of the Commission

*Q:\ORD MACON-BIBB\2024 Miller Appropriating Up To \$500,000 In Public Safety Funds To Community Foundation For MVP Program 7-2-24.Docx*





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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b>     |
- 

**AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND SECTION 5 OF THE MACON-BIBB COUNTY GOVERNMENT POLICIES AND PROCEDURES MANUAL, ENTITLED “EMPLOYEE BENEFITS,” AND TO AMEND THE “TEMPORARY APPOINTMENTS” PROVISION OF SECTION 7.07, FOR THE PURPOSE OF AMENDING AND RESTATING SUCH SECTIONS, AS PROVIDED FOR HEREIN; TO PROVIDE FOR THE RENAMING AND PUBLICATION THEREOF; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Policies and Procedures Manual (“Manual”) for the Macon-Bibb County Government was first adopted on December 31, 2013, and has had numerous individual sections updated over the years, but has not undergone a comprehensive update and review since the consolidation of the City of Macon and Bibb County governments; and

**WHEREAS**, a review committee has been formed to advise the County administration on updates to the Manual, and intends to bring these updates to the Commission one Section at a time as they work their way through; and

**WHEREAS**, the review committee has completed its review of Section 5, and made its recommendation to the County Manager, who has approved the changes as recommended to be presented to the Macon-Bibb County Commission for adoption; and

**WHEREAS**, a redline draft of the updated Section 5 is attached here at Exhibit A, and incorporated herein by reference; and

**WHEREAS**, Section 7.07 of the Manual presently contains a rule which provides:

***Temporary Appointments***

A temporary appointment to a position of a higher pay grade will be considered a training assignment if the appointment is for less than two (2) calendar months/60 days and no pay increase will be granted. Appointments for periods in excess of two (2) calendar months/ 60 days may receive a promotional increase per the pay administration guideline if the department head makes a written request to the Human Resources Department and the Human Resources Committee approves such action. All appointed positions of the MBCG are eligible for promotion immediately upon the approval of the Mayor and County Commission.

; and

**WHEREAS**, upon the recommendation of the County Manager, the Macon-Bibb County Commission desires to review this provision of Section 7.07 of the Manual so as to allow for the immediate granting of a promotional pay increase to employees who are temporarily appointed to positions of a higher pay grade; and

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

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

**Section 1.**

Section 5 of the Macon-Bibb County Government Policies and Procedures Manual, entitled “Employee Benefits,” is hereby repealed in its entirety and replaced with such provisions as are set forth in Exhibit B, attached hereto and incorporated herein by reference.

**Section 2.**

That portion of Section 7.07 of the Macon-Bibb County Government Policies and Procedures Manual, entitled “Temporary Appointments,” and quoted in the preamble of this Ordinance is hereby repealed in its entirety and replaced with the following:

***Temporary Appointments***

Any employee temporarily appointed to a position of a higher pay grade will, in the discretion of the County Manager, be awarded a promotional pay increase commensurate with the higher pay grade, effective as of the first day of the new pay period following the date of appointment. In the event that the employee is later relieved of the temporary assignment for any reason and returns to their prior position or another position, then that employee’s pay should be adjusted at that

time to become commensurate with the pay grade of the employee's then-current position.

### **Section 3.**

The Macon-Bibb County Government Policies and Procedures Manual is hereby renamed the "Macon-Bibb County Personnel Policies." In accordance with Sec. 1-4(c) of the Code of Ordinances of Macon-Bibb County, Georgia, the Clerk of Commission is hereby directed to codify the Macon-Bibb County Personnel Policies within a new Part of the Code of Ordinances of Macon-Bibb County, Georgia, to be PART IV – COMMISSION-APPROVED POLICIES, under the heading "MACON-BIBB COUNTY PERSONNEL POLICIES" and the sections thereof may be renumbered to accomplish such intention. Upon adoption, the Clerk of Commission is hereby directed to send a certified copy of a current version of the Macon-Bibb County Personnel Policies to the publisher of the Macon-Bibb County Code of Ordinances for inclusion in future publications.

### **Section 4.**

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

### **Section 5.**

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

### **Section 6.**

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

### **Section 7.**

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.



**Section 8.**

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

**Section 9.**

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

**Section 10.**

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

**SO ORDERED AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

(SEAL) Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of the Commission

*\\Tc-Storage.Maconbibb.Us\Countyattstorage\ORD MACON-BIBB\2024 Miller Amending Sec. 5 And 7.07 Of Policy Manual And Publishing On Municode 7-10-24.Docx*

# **EXHIBIT A**

## SECTION 5: EMPLOYEE BENEFITS

| POLICY                                                                 | NUMBER |
|------------------------------------------------------------------------|--------|
| Employee Assistance Program <u>(EAP)</u>                               | 5.01   |
| <u>Recognition of</u> Employee Service <del>Awards</del>               | 5.02   |
| <u>Employee</u> Health and <del>Welfare</del> <u>Wellness Benefits</u> | 5.03   |
| Holiday Pay                                                            | 5.04   |
| Retirement <u>Benefits</u>                                             | 5.05   |



## EMPLOYEE ASSISTANCE PROGRAM (EAP)

The MBCG government provides, free of charge to its employees, a confidential, professional counseling service. This service is outside of MBCG, and is available to all MBCG employees and their covered dependents. The EAP provides counseling on a variety of issues, including personal problems, family relationships, parental concerns, financial concerns, stress, as well as treatment for alcohol and drug abuse.

The MBCG is not aware of who utilizes the EAP or of anything that is discussed between an EAP counselor and the employee. An employee's job security and promotional opportunities will not be jeopardized as a result of a request for assistance with his/her problems. The goal of the EAP is to provide effective assistance to employees who are currently experiencing, or are at risk of experiencing, personal problems and to help Macon-Bibb County deal more effectively with employees experiencing personal problems which are causing deterioration of job performance. Each employee and dependent is entitled to a set number of visits with a counselor per incident in accordance with MBCG's current agreement with the EAP provider. If the EAP counselor feels the employee would benefit from longer-term counseling, a referral will be made to a provider within MBCG's Preferred Provider network under MBCG health and welfare plan.

If employees' personal problems are causing performance problems at work, the employee's supervisor or manager may request that the employee see an EAP counselor as a condition of continued employment. If this is the case, the employee will sign a release to allow the EAP counselor to confirm to the supervisor or manager that the employee is attending the scheduled sessions and is contributing to solution of his/her problems. The EAP counselor will not reveal the nature of the employee's problems or any issues discussed in the EAP sessions. Employees are encouraged to seek help before their problems affect job performance.

Nothing in this policy shall be interpreted as constituting a waiver of a supervisor or department head's right to take disciplinary action, nor shall the EAP be interpreted as a waiver of the right for any employee to utilize MBCG's grievance procedure. Brochures about contacting the EAP are available from Human Resources, as well as in various locations throughout the MBCG buildings.

## **RECOGNITION OF EMPLOYEE SERVICE AWARDS**

Because government services in MBCG are enhanced by the professionalism and productivity of its employees, it is the policy of MBCG to ~~recognize years of service of its employees in five (5) year increments. Employees who reach a five (5) year milestone will receive a pin and a certificate from the County Commission~~ encourage the recognition of longevity and achievement by employees. Department heads have discretion in choosing how to recognize the service time of their respective employees. Options include individual recognition within the department, recognition at a department staff meeting, recognition at a special event meeting, or recognition by the County Commission at a regularly scheduled Commission meeting.

Department heads are encouraged to recognize contributions and achievements of employees not related to duration of service through both informal and formal recognition programs. Examples of such achievements include contributions which improve department processes, display outstanding customer service, result in cost savings for the Macon-Bibb County, and other work-related successes.

## **EMPLOYEE HEALTH AND ~~WELFARE~~ WELLNESS BENEFITS**

**A.** The MBCG believes that the health and ~~wellnesswelfare~~ of employees is the key to having a strong and dependable workforce to serve the Macon-Bibb County community and tax-payers. The health and ~~wellnesswelfare~~ programs promote healthy employees and a healthy work environment. Routine health care is a major factor for employees living free of disease and injury prevention. The MBCG health and ~~welfare-wellness~~ benefits programs are designed to help employees and their families to live healthy lives and be productive, thereby strengthening individuals, families and community. Our health and ~~wellnesswelfare~~ benefits programs provide both choice and value to meet the needs of our diverse workforce.

**B.** As healthcare costs continue to rise at alarming rates, employees increasingly cite health care coverage as one of the primary considerations for accepting employment and staying at a job. In order to attract and retain the best workforce possible MBCG strives to offer an attractive health and ~~wellnesswelfare~~ benefit package to employees. The following health and ~~wellness welfare~~ package is available to employees classified as full-time:

1. Health Insurance
2. Dental Insurance
3. Vision Insurance
4. Disability Insurance
5. Life Insurance
6. Supplemental Life Insurance
7. Flexible Spending Accounts
8. Various vendor-provided specialty programs

**C.** These programs may be paid for by the MBCG and the employee; by MBCG only; or by the employee only. Deductions for employee costs will be made from employees' pay. Only employees classified as full-time are eligible for the MBCG health and ~~wellness welfare~~ benefits. Waiting periods apply for eligibility for some programs. See the Human Resources Benefits"Employee \_Page" page of the MBCG website for details; or call the Human Resources Department at 478-751-2720 or 478-751-2721~~(telephone)~~.

**D.** Employees must enroll each year during an open enrollment period for benefits for the following year. This open enrollment period is generally held in the Fall.



Contributions, – plan offerings, plan benefits and vendors may change from year to year. For each program in which they are enrolled each year, employees will have a Summary Plan Description ("SPD") for each MBCG program available on the [Human Resources Benefits pageEmployee Page](#) of the MBCG website. All claims will be paid in accordance with the terms outlined in the SPD.

E. Each year, a list of approved vendors and health/~~wellnesswelfare~~ products for the upcoming plan year will be provided. ~~Supplemental life insurance products, and products purchased through outside vendors may be added or discontinued from official MBCG offerings during annual open enrollment.~~ Employees who wish to continue coverage with a vendor who is no longer approved by the County Commission to offer the product may choose to continue the coverage with that vendor. However, payroll deductions of those premiums will end and t~~The Employee is responsible for making arrangements contributions will continue to be deducted from the employee's pay for the coverage in effect at the time of the discontinuation~~directly with the vendor to pay any amounts owed. Any new products purchased by an employee which are not on the approved product and vendor list will not be eligible for payroll deduction for the premium on that product.

F. Elections made by employees during the open enrollment period will go into effect January 1 of the following year. Changes may not be made during the year to many of the programs unless the employee has a "Major Life Change," or a change in condition which necessitates a change in persons covered under the respective plan. When a "Major Life Change" occurs, Employees may make a change to the effected plans for a period of thirty days after the event. Events which constitute a "Major Life Change" include, but are not limited to, the following:

- Start of a job
- Loss of a job
- Birth or adoption of a child, or gaining new custody of a child
- Divorce
- Marriage
- Death of a spouse or covered child

G. Contributions for any health-related program will be submitted through the Cafeteria Plan by the Finance Department. Claim information is available from the various vendors. Customer service phone numbers for all programs and links to most vendors are provided on the MBCG website. Employees are encouraged to work directly with the appropriate vendor if there is a question or problem about a

claim. Human Resources will be glad to show employees how to use the contacts provided and how to "interpret" what the vendor tells them.

H. Because of the Health Insurance Portability and Accountability Act ("HIPAA") regulations and privacy concerns, the Human Resources Department is not permitted to become involved with individual employee claims. If the employee has worked with the vendor to solve his or her problem without results, Human Resources may be able to refer the employee to another contact with the vendor who will work with the employee to solve or explain the problem.

I. **CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT ("COBRA")**

1. Employees and their covered family members who are participating in any health-related benefit are eligible for continuation of benefit(s) through MBCG if they become ineligible for any of the following reasons:

- a. Termination of employment from MBCG
- b. Divorce from a spouse covered by MBCG health-related plan
- c. Covered Adult Child reaching the age of 26

J. Only employees or family members who are currently participating in the program which they wish to continue are eligible for continuation of benefits. However, eligible persons may choose to take less coverage than they had previously.

K. Eligible persons may continue their benefits by electing to do so within sixty (60) days of the date that they become ineligible for regular coverage. Full costs for the coverage must be paid each month by the covered individual, including the amount formerly contributed by ~~Macon-Bibb County~~MBCG, plus a 2% administrative fee. Failure to pay contributions on a timely basis may result in loss of coverage going forward.

L. Information on continuation of benefits will be mailed by the vendor which administers the MBCG health plan to the eligible person following loss of regular coverage. Questions should be addressed to the Human Resources Department.

## HOLIDAY PAY

The MBCG employees classified as full-time are eligible for holiday pay. Appointed officials are likewise eligible for holiday pay.

It is the policy of the MBCG that employees must work or use accrued paid leave their last scheduled work day before an official holiday and their first scheduled work day after the holiday in order to receive holiday pay for the official holiday. The Department Head has the discretion to request a doctor's note if he or she feels that an employee may be abusing sick leave for this purpose. If an employee has **approved**, paid time off from work, e.g. annual leave, sick leave, he/she must be paid for the last scheduled work day before the **approved** time off from work and the first scheduled work day after the pre-approved time off from work to receive holiday pay for the official holiday. Employees who are out of work under the Family Medical Leave Act ("FMLA") will receive holiday pay only if they use accrued or donated paid leave for the day before and the day after the holiday.

### Official Holidays

The MBCG recognizes the following holidays as official, paid holidays for eligible employees:

|                                     |                             |
|-------------------------------------|-----------------------------|
| 1. New Year's Day                   | January 1                   |
| 2. New Year's Eve                   | December 31                 |
| 3. Martin Luther King, Jr. Birthday | Third Monday in January     |
| 4. Memorial Day                     | Last Monday in May          |
| 5. Juneteenth                       | June 19                     |
| 6. Independence Day                 | July 4                      |
| 7. Labor Day                        | First Monday in September   |
| 8. Veteran's Day                    | November 11                 |
| 9. Thanksgiving Day                 | Fourth Thursday in November |
| 10. Day after Thanksgiving          |                             |
| 11. Christmas Eve                   | December 24                 |
| 12. Christmas Day                   | December 25                 |

The MBCG County Commission may declare other holidays during the year from time to time. Holidays falling on Saturday or Sunday will be observed either on the preceding Friday or following Monday as determined by the Mayor or County Manager.

Employees who are required to work on a holiday shall be granted a day off with pay at time convenient to the department. All holiday "days" off are to be used during the calendar year in which they fall with exception of the Christmas holiday which must be taken within 60 days following Christmas day. The following exceptions shall apply:



## 5.04

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- Employees who work shift work with a variable work week, and who have worked their normal work time
- Employees on authorized paid vacation or paid sick leave the day before or the day after the holiday
- Public Works employees who are required to work on a holiday shall be paid holiday pay and additional pay for hours worked
- Public Works employees who are required to work on a regularly scheduled off day due to the holiday shall be paid holiday and additional hours for the time worked
- Part-time and temporary employees are not eligible for holiday pay.

*NOTE: Employees who work a compressed work week will be scheduled for reduced hours during the week in which the holiday falls. Department heads will assign staggered work hours for employees in order to maintain department extended hours if needed.*

## RETIREMENT ~~PLAN~~ BENEFITS

A. ~~The MBCG provides a defined retirement benefits package to employees who retire from employment with MBCG after becoming vested under the plan. Details and provisions of the retirement plan are found in the MBCG Code of Ordinances, Chapter Two, Article IV, Division 6, which is the sole, controlling legal authority. Specific information concerning the various benefits and services available to vested MBCG retirees are outlined in the appropriate Summary Plan Description ("SPD") for the product or coverage extended.~~The MBCG provides various retirement benefits for employees based upon the employee's hire date and original job placement. The available retirement plans are:

1. Macon-Bibb County Pension Plan;
2. Macon-Bibb County Pensions and Retirement System, Division A;
3. Macon Fire and Police Employees Retirement System; and
4. Macon-Bibb County Defined Contribution and Deferred Compensation Plan

B. Employees with ~~Q~~uestions concerning Macon Bibb County's retirement benefits should refer to the retirement plan document for each plan in which they participate, or be directed to the Human Resources Department. The MBCG Mayor and County Commission reserves the right to modify, amend or close the MBCG retirement plans at any time.

C. Any person intending to retire under any of the available retirement plans shall give notice to the Human Resources department at least sixty days prior to the date of the scheduled meeting for the board of trustees for that pension plan last preceding the first date on which retirement benefits are expected to begin.

# **EXHIBIT B**



## SECTION 5: EMPLOYEE BENEFITS

| POLICY                                | NUMBER |
|---------------------------------------|--------|
| Employee Assistance Program (EAP)     | 5.01   |
| Recognition of Employee Service       | 5.02   |
| Employee Health and Wellness Benefits | 5.03   |
| Holiday Pay                           | 5.04   |
| Retirement Benefits                   | 5.05   |

## **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The MBCG government provides, free of charge to its employees, a confidential, professional counseling service. This service is outside of MBCG, and is available to all MBCG employees and their covered dependents. The EAP provides counseling on a variety of issues, including personal problems, family relationships, parental concerns, financial concerns, stress, as well as treatment for alcohol and drug abuse.

The MBCG is not aware of who utilizes the EAP or of anything that is discussed between an EAP counselor and the employee. An employee's job security and promotional opportunities will not be jeopardized as a result of a request for assistance with his/her problems. The goal of the EAP is to provide effective assistance to employees who are currently experiencing, or are at risk of experiencing, personal problems and to help Macon-Bibb County deal more effectively with employees experiencing personal problems which are causing deterioration of job performance. Each employee and dependent is entitled to a set number of visits with a counselor in accordance with MBCG's current agreement with the EAP provider. If the EAP counselor feels the employee would benefit from longer-term counseling, a referral will be made to a provider within MBCG's Preferred Provider network under MBCG health and welfare plan.

If employees' personal problems are causing performance problems at work, the employee's supervisor or manager may request that the employee see an EAP counselor as a condition of continued employment. If this is the case, the employee will sign a release to allow the EAP counselor to confirm to the supervisor or manager that the employee is attending the scheduled sessions and is contributing to solution of his/her problems. The EAP counselor will not reveal the nature of the employee's problems or any issues discussed in the EAP sessions. Employees are encouraged to seek help before their problems affect job performance.

Nothing in this policy shall be interpreted as constituting a waiver of a supervisor or department head's right to take disciplinary action, nor shall the EAP be interpreted as a waiver of the right for any employee to utilize MBCG's grievance procedure. Brochures about contacting the EAP are available from Human Resources, as well as in various locations throughout the MBCG buildings.

## **RECOGNITION OF EMPLOYEE SERVICE**

Because government services in MBCG are enhanced by the professionalism and productivity of its employees, it is the policy of MBCG to encourage the recognition of longevity and achievement by employees. Department heads have discretion in choosing how to recognize the service time of their respective employees. Options include individual recognition within the department, recognition at a department staff meeting, recognition at a special event meeting, or recognition by the County Commission at a regularly scheduled Commission meeting.

Department heads are encouraged to recognize contributions and achievements of employees not related to duration of service through both informal and formal recognition programs. Examples of such achievements include contributions which improve department processes, display outstanding customer service, result in cost savings for the Macon-Bibb County, and other work-related successes.

## **EMPLOYEE HEALTH AND WELLNESS BENEFITS**

- A. The MBCG believes that the health and wellness of employees is the key to having a strong and dependable workforce to serve the Macon-Bibb County community and taxpayers. The health and wellness programs promote healthy employees and a healthy work environment. Routine health care is a major factor for employees living free of disease and injury prevention. The MBCG health and wellness benefits programs are designed to help employees and their families to live healthy lives and be productive, thereby strengthening individuals, families and community. Our health and wellness benefits programs provide both choice and value to meet the needs of our diverse workforce.
- B. As healthcare costs continue to rise at alarming rates, employees increasingly cite health care coverage as one of the primary considerations for accepting employment and staying at a job. In order to attract and retain the best workforce possible MBCG strives to offer an attractive health and wellness benefit package to employees. The following health and wellness package is available to employees classified as full-time:
1. Health Insurance
  2. Dental Insurance
  3. Vision Insurance
  4. Disability Insurance
  5. Life Insurance
  6. Supplemental Life Insurance
  7. Flexible Spending Accounts
  8. Various vendor-provided specialty programs
- C. These programs may be paid for by the MBCG and the employee; by MBCG only; or by the employee only. Deductions for employee costs will be made from employees' pay. Only employees classified as full-time are eligible for the MBCG health and wellness benefits. Waiting periods apply for eligibility for some programs. See the Human Resources Benefits page of the MBCG website for details or call the Human Resources Department at 478-751-2720 or 478-751-2721.
- D. Employees must enroll each year during an open enrollment period for benefits for the following year. This open enrollment period is generally held in the Fall.



Contributions, plan offerings, plan benefits and vendors may change from year to year. For each program in which they are enrolled each year, employees will have a Summary Plan Description ("SPD") for each MBCG program available on the Human Resources Benefits page of the MBCG website. All claims will be paid in accordance with the terms outlined in the SPD.

- E. Each year, a list of approved vendors and health/wellness products for the upcoming plan year will be provided. Employees who wish to continue coverage with a vendor who is no longer approved by the County Commission to offer the product may choose to continue the coverage with that vendor. However, payroll deductions of those premiums will end and the Employee is responsible for making arrangements directly with the vendor to pay any amounts owed. Any new products purchased by an employee which are not on the approved product and vendor list will not be eligible for payroll deduction for the premium on that product.
- F. Elections made by employees during the open enrollment period will go into effect January 1 of the following year. Changes may not be made during the year to many of the programs unless the employee has a "Major Life Change," or a change in condition which necessitates a change in persons covered under the respective plan. When a "Major Life Change" occurs, Employees may make a change to the effected plans for a period of thirty days after the event. Events which constitute a "Major Life Change" include, but are not limited to, the following:
  - Start of a job
  - Loss of a job
  - Birth or adoption of a child, or gaining new custody of a child
  - Divorce
  - Marriage
  - Death of a spouse or covered child
- G. Contributions for any health-related program will be submitted through the Cafeteria Plan by the Finance Department. Claim information is available from the various vendors. Customer service phone numbers for all programs and links to most vendors are provided on the MBCG website. Employees are encouraged to work directly with the appropriate vendor if there is a question or problem about a claim. Human Resources will be glad to show employees how to use the contacts provided and how to "interpret" what the vendor tells them.

- H. Because of the Health Insurance Portability and Accountability Act ("HIPAA") regulations and privacy concerns, the Human Resources Department is not permitted to become involved with individual employee claims. If the employee has worked with the vendor to solve his or her problem without results, Human Resources may be able to refer the employee to another contact with the vendor who will work with the employee to solve or explain the problem.

**I. CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT ("COBRA")**

- 1. Employees and their covered family members who are participating in any health-related benefit are eligible for continuation of benefit(s) through MBCG if they become ineligible for any of the following reasons:
  - a. Termination of employment from MBCG
  - b. Divorce from a spouse covered by MBCG health-related plan
  - c. Covered Adult Child reaching the age of 26
- J. Only employees or family members who are currently participating in the program which they wish to continue are eligible for continuation of benefits. However, eligible persons may choose to take less coverage than they had previously.
- K. Eligible persons may continue their benefits by electing to do so within sixty (60) days of the date that they become ineligible for regular coverage. Full costs for the coverage must be paid each month by the covered individual, including the amount formerly contributed by MBCG, plus a 2% administrative fee. Failure to pay contributions on a timely basis may result in loss of coverage going forward.
- L. Information on continuation of benefits will be mailed by the vendor which administers the MBCG health plan to the eligible person following loss of regular coverage. Questions should be addressed to the Human Resources Department.

## HOLIDAY PAY

The MBCG employees classified as full-time are eligible for holiday pay. Appointed officials are likewise eligible for holiday pay.

It is the policy of the MBCG that employees must work or use accrued paid leave their last scheduled work day before an official holiday and their first scheduled work day after the holiday in order to receive holiday pay for the official holiday. The Department Head has the discretion to request a doctor's note if he or she feels that an employee may be abusing sick leave for this purpose. If an employee has **approved**, paid time off from work, e.g. annual leave, sick leave, he/she must be paid for the last scheduled work day before the **approved** time off from work and the first scheduled work day after the pre-approved time off from work to receive holiday pay for the official holiday. Employees who are out of work under the Family Medical Leave Act ("FMLA") will receive holiday pay only if they use accrued or donated paid leave for the day before and the day after the holiday.

### Official Holidays

The MBCG recognizes the following holidays as official, paid holidays for eligible employees:

|                                     |                             |
|-------------------------------------|-----------------------------|
| 1. New Year's Day                   | January 1                   |
| 2. New Year's Eve                   | December 31                 |
| 3. Martin Luther King, Jr. Birthday | Third Monday in January     |
| 4. Memorial Day                     | Last Monday in May          |
| 5. Juneteenth                       | June 19                     |
| 6. Independence Day                 | July 4                      |
| 7. Labor Day                        | First Monday in September   |
| 8. Veteran's Day                    | November 11                 |
| 9. Thanksgiving Day                 | Fourth Thursday in November |
| 10. Day after Thanksgiving          |                             |
| 11. Christmas Eve                   | December 24                 |
| 12. Christmas Day                   | December 25                 |

The MBCG County Commission may declare other holidays during the year from time to time. Holidays falling on Saturday or Sunday will be observed either on the preceding Friday or following Monday as determined by the Mayor or County Manager.

Employees who are required to work on a holiday shall be granted a day off with pay at time convenient to the department. All holiday "days" off are to be used during the calendar year in which they fall with exception of the Christmas holiday which must be taken within 60 days following Christmas day. The following exceptions shall apply:

## 5.04

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- Employees who work shift work with a variable work week, and who have worked their normal work time
- Employees on authorized paid vacation or paid sick leave the day before or the day after the holiday
- Public Works employees who are required to work on a holiday shall be paid holiday pay and additional pay for hours worked
- Public Works employees who are required to work on a regularly scheduled off day due to the holiday shall be paid holiday and additional hours for the time worked
- Part-time and temporary employees are not eligible for holiday pay.

*NOTE: Employees who work a compressed work week will be scheduled for reduced hours during the week in which the holiday falls. Department heads will assign staggered work hours for employees in order to maintain department extended hours if needed.*



## **RETIREMENT BENEFITS**

- A. The MBCG provides various retirement benefits for employees based upon the employee's hire date and original job placement. The available retirement plans are:
  - 1. Macon-Bibb County Pension Plan;
  - 2. Macon-Bibb County Pensions and Retirement System, Division A;
  - 3. Macon Fire and Police Employees Retirement System; and
  - 4. Macon-Bibb County Defined Contribution and Deferred Compensation Plan
- B. Employees with questions concerning Macon Bibb County's retirement benefits should refer to the retirement plan document for each plan in which they participate, or to the Human Resources Department. The MBCG Mayor and County Commission reserves the right to modify, amend or close the MBCG retirement plans at any time.
- C. Any person intending to retire under any of the available retirement plans shall give notice to the Human Resources department at least sixty days prior to the date of the scheduled meeting for the board of trustees for that pension plan last preceding the first date on which retirement benefits are expected to begin.



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#### LEGISLATIVE SPONSORS

- |                                                            |                                                             |
|------------------------------------------------------------|-------------------------------------------------------------|
| <input checked="" type="checkbox"/> MAYOR LESTER M. MILLER | <input type="checkbox"/> MAYOR PRO TEMPORE SETH CLARK       |
| <input type="checkbox"/> COMMISSIONER VALERIE WYNN         | <input type="checkbox"/> COMMISSIONER PAUL BRONSON          |
| <input type="checkbox"/> COMMISSIONER ELAINE LUCAS         | <input type="checkbox"/> COMMISSIONER MALLORY C. JONES, III |
| <input type="checkbox"/> COMMISSIONER RAYMOND WILDER       | <input type="checkbox"/> COMMISSIONER BILL HOWELL           |
| <input type="checkbox"/> COMMISSIONER VIRGIL WATKINS, JR.  | <input type="checkbox"/> COMMISSIONER BRENDA LYN BAILEY     |
- 

### **A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ADOPT THE 2024 MACON-BIBB COUNTY LOCAL EMERGENCY OPERATIONS PLAN PURSUANT TO SECTION 9-4 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, Section 9-4 of the Macon-Bibb County Code of Ordinances mandates that a comprehensive emergency management and disaster control plan, known as the “Local Emergency Operations Plan,” for Macon-Bibb County be adopted by resolution of the Macon-Bibb County Commission (the Commission) and approved by the Mayor; and

**WHEREAS**, the Commission previously adopted the current version of the Local Emergency Operations Plan in 2014 and that plan was partially updated in 2021; and

**WHEREAS**, an up-to-date Local Emergency Operations Plan is a core component of emergency response and preparedness for a community, providing guidance for public communication, preparation, response, and recovery efforts; and

**WHEREAS**, the Macon-Bibb County Emergency Management Agency has consulted with internal departments, law enforcement, state-level authorities, and community partners to create a scalable plan to ensure the needs of all residents of Macon-Bibb County will be met in the event of an emergency or disaster event; 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 adopt the

Macon-Bibb County 2024 Local Emergency Operations Plan pursuant to Section 9-4 of the Macon-Bibb Code of Ordinances, in substantially the same form as Exhibit “A,” attached hereto and incorporated herein by reference, and that any and all prior versions of the Macon-Bibb County Local Emergency Operations Plan are hereby repealed in their entirety.

**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** 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 in the event scrivener’s errors shall be discovered in this Resolution 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** that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**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 the Commission

*Q:\RES MACON-BIBB\2024 Miller Adopting 2024 LEOP .docx*



# **EXHIBIT A**



Macon-Bibb County  
Emergency Management Agency

# Local Emergency Operations Plan

July 2024

## Resolution

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*A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO ADOPT A NEW MACON-BIBB COUNTY EMERGENCY MANAGEMENT AGENCY LOCAL EMERGENCY OPERATIONS PLAN; AND FOR OTHER PURPOSES.*

*WHEREAS, Section 9-4 of the Macon-Bibb County Code of Ordinances mandates that a comprehensive emergency management and disaster control plan for Macon-Bibb County be adopted by resolution of the Commission and approved by the Mayor; and*

*WHEREAS, the Commission previously adopted an Emergency Operations Plan in 2014; and*

*WHEREAS, the Macon-Bibb County Commission deems it advisable and in the best interest of Macon-Bibb County to adopt a new Local Emergency Operations Plan; 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 a new Macon- Bibb County Emergency Management Agency Local Emergency Operations Plan is adopted, in substantially the same form as Exhibit "A" attached hereto.*

*BE IT FURTHER RESOLVED that the 2014 Local Emergency Operations Plans is hereby repealed in its entirety.*

*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.*

## Approval and Implementation

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This plan supersedes the Macon-Bibb County Local Emergency Operation Plan (LEOP) dated (Month, Day, Year), and is valid for a period of two years from the date signed, unless a revision is required sooner by the undersigned.

This LEOP describes the management and coordination of resources and personnel during periods of major emergency. This comprehensive local emergency operations plan is developed to ensure mitigation and preparedness, appropriate response and timely recovery from natural and man-made hazards which may affect residents of Macon-Bibb County. This plan is also intended to clarify expectations for an effective response by local officials in support of first responders in the field which can save lives, protect property and more quickly restore essential services.

This LEOP was developed by Macon-Bibb Emergency Management Agency, in conjunction with other local agencies, non-governmental organizations, and private sector partners and is aligned with the National Response Framework, the National Disaster Recovery Framework, and guidance from the Georgia Emergency Operations Plan. It was also developed with lessons learned from previous disasters and emergencies that have threatened Macon-Bibb County, as well as exercises and training events.

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Date

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Lester Miller

Mayor, Macon-Bibb County



## Public Safety Signature Page

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Keith Moffett, County Manager  
Macon-Bibb County Government

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Spencer Hawkins, Emergency Management Director  
Macon-Bibb County Government

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Shane Edwards, Fire Chief  
Macon-Bibb County Government

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David Davis, Sheriff  
Macon-Bibb County Government

## Record of Changes

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| Change # | Date      | Part Affected                                                                       | Date Posted | Who Posted    |
|----------|-----------|-------------------------------------------------------------------------------------|-------------|---------------|
| 1        | 7/14/2021 | p. 17 Name of Macon-Bibb County Public Affairs changed to Office of Communications. | 7/14/2021   | Robert McCord |
| 2        | 7/14/2021 | p. 17 Name of Macon-Bibb County Development Services changed to Code Enforcement.   | 7/14/2021   | Robert McCord |
| 3        | 7/14/2021 | p. 17 Switched the Lead and Support roles for ESF 16.                               | 7/14/2021   | Robert McCord |
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## Record of Distribution

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| Plan # | Office/Department | Representative | Signature |
|--------|-------------------|----------------|-----------|
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## **1.0 Purpose, Scope, Situation, and Assumptions**

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### **1.1 Purpose**

The Macon-Bibb County Local Emergency Operations Plan (LEOP) is based on the hazards as listed in the Hazard Mitigation Plan which includes all natural, human-caused, and technological hazards that can be reasonably presumed to occur within the geographical boundaries of the Macon-Bibb County. The LEOP clarifies the actions taken for an effective response and describes the integration of the processes and procedures detailed in the National Response Framework (NRF), National Disaster Recovery Framework, as well as serving as a guide for all municipal Emergency Operations Plans.

The Macon-Bibb County LEOP supports the five major mission areas set forth in the National Preparedness Goals: Prevention, Protection, Mitigation, Response, and Recovery. It supports the mission of protecting life and property against manmade and natural disasters by directing the county's efforts and restoring essential utilities and services at all levels of government through effective planning, preparation, response, and mitigation.

The LEOP incorporates best practices and procedures from various incident management disciplines (homeland security, emergency management, law enforcement, firefighting, hazardous materials response, public works, public health, emergency medical services, and responder and recovery worker health and safety) and integrates them into a unified coordinating structure.

Every individual residing or present in Macon-Bibb County prior, during, or after an emergency, regardless of ability (physical and/or cognitive), background, race, financial status, geolocation, faith, lifestyle, language, gender, communication methods, or country of origin, will be valued and supported during an emergency as equal importance and urgency.

Macon-Bibb County Emergency Management Agency rejects any systematic or individual attitudes, bias, or predisposed assumptions about any group or individual in regard to applying emergency management support, actions, and activities.

The LEOP provides the framework for interaction with other county and municipal governments, the private sector, and NGOs in the context of incident prevention, preparedness, response, and recovery activities. It describes capabilities and resources and establishes responsibilities, operational processes, and protocols to help protect from natural and manmade hazards, save lives, protect public health, safety, property, and the environment, and reduce adverse psychological consequences and disruptions. Finally, the LEOP serves as the foundation for the development of detailed supplemental plans and procedures to implement incident management activities and assistance effectively and efficiently in the context of specific types of incidents.

The LEOP defines the actions and roles necessary to provide a coordinated response and provides a general concept of potential emergency assignments before, during, and following emergency situations to departments and agencies within Macon-Bibb County. It also provides for the systematic integration of emergency resources when activated for emergency situations and does not replace non-emergency operations plans or procedures.

**The plan consists of the following components:**

- The Basic Plan describes the structure and processes comprising a county approach to incident management designed to integrate the efforts of the county government, the private sector, and non-governmental organizations. The Basic Plan includes the: purpose, situation, assumptions, and concept of operations, organization, and assignment of responsibilities, administration, logistics, planning, and operational activities.
- Emergency Support Function (ESF) Annexes detail the missions, policies, structures, and responsibilities of ESF Lead and Support Agencies for coordinating resource and programmatic support to Macon-Bibb County during incidents of critical significance.
- Appendices provide other relevant supporting information, including terms, definitions, and authorities.

## **1.2 Scope**

Disasters or emergencies are high-impact events that require a coordinated and effective response by an appropriate combination of county, private-sector, and nongovernmental entities to save lives, minimize damage, and provide the basis for long-term community recovery and mitigation activities.

The LEOP addresses the hazards and threats extracted from the Macon-Bibb County Threat and Hazard Identification and Risk Assessment (THIRA) and the Macon-Bibb County Hazard Mitigation Plan.

The LEOP introduces the fundamentals of mitigation and long-term recovery but is not the primary document for these activities. It also references activities occurring in all phases of the emergency management cycle. However, the primary focus of this document remains an operational plan which describes the basic strategies, assumptions, operational goals and objectives in coordinating and mobilizing resources to support emergency management response and recovery activities.

The LEOP applies to all participating departments and agencies of the jurisdictions contained within the geographical boundary of Macon-Bibb County and distinguishes between incidents that require County coordination, termed disasters or emergencies, and most incidents that are handled by responsible jurisdictions or agencies through other established authorities and existing plans.



**The following is a summary of the 18 Emergency Support Functions (ESFs):**

ESF 1 Transportation: Support and assist county, private sector, and voluntary organizations requiring transportation for actual or potential emergencies or complex events.

ESF 2 Technology & Communications: Ensures the provision of communications support to county, and private-sector response efforts during emergencies or complex events.

ESF 3 Public Works: Coordinates and organizes the capabilities and resources of the municipal and county governments to facilitate the delivery of services, technical assistance, engineering expertise, construction management, and other support to prevent, prepare for, respond to, and/or recover from emergencies or complex events.

ESF 4 Fire Fighting: Enable the detection and suppression of wild-land, rural, and urban fires resulting from, or occurring coincidentally with emergencies or complex events.

ESF 5 Planning & Analysis: Responsible for supporting overall activities of the County Government for County incident management.

ESF 6 Mass Care: Housing and Human Services: Supports County-wide, and non-governmental organization efforts to address non-medical mass care, housing, and human services needs of individuals and/or families impacted by emergencies or complex events.

ESF 7 Logistics: Supports volunteer services and County agencies in tracking, providing, and/or requiring resource support before, during, and/or after emergencies or complex events.

ESF 8 Public Health & Medical: Provide the mechanism for coordinated County assistance to supplement resources in response to public health and medical care needs (to include veterinary and/or animal health issues when appropriate) for potential or actual emergencies or complex events and/or during a developing potential health and medical situation.

ESF 9 Search & Rescue: Rapidly deploy components of the Georgia Search and Rescue (GSAR) to provide specialized life-saving assistance during emergencies or complex events.

ESF 10 HAZMAT: Coordinate County support in response to an actual or potential discharge and/or uncontrolled release of hazardous materials during emergencies or complex events.

ESF 11 Agriculture: Supports County departments and other agencies' efforts to address: Provision of nutrition assistance; control and eradication of an outbreak of a highly contagious or economically devastating animal/zoonotic disease; assurance of food safety and food security and; protection of natural and cultural resources and historic properties.

ESF 12 Utilities: Restore damaged public utility systems and components during a potential of actual emergencies or complex events.

ESF 13 Law Enforcement: Integrates county public safety and security capabilities and resources to support the full range of incident management activities associated with potential or actual emergencies or complex events.

ESF 14 Recovery: Provides a framework for county government, nongovernmental organizations, and the private sector designed to enable community recovery from the long-term consequences of emergencies or complex events.

ESF 15 Public Affairs: Ensures that sufficient county assets are deployed to the field during a potential or actual emergencies or complex events to provide accurate, coordinated, and timely information to affected audiences, including governments, media, the private sector, and the populace.

ESF 16 Debris Management: Provides direction, policies, responsibilities, and procedures for the expedited clearing of roads and the management of debris before, during, and after a disaster or emergency.

ESF 17 Damage Assessment: Provides timely, accurate, and easily understood damage information to the ECC after a disaster or emergency.

ESF 18 Business & Industry: Provides direction, policies, responsibilities, and procedures for coordinating with businesses, industries, and the government before, during, and after a disaster or emergency.

Macon-Bibb County strives to provide effective and useful information to all ESF partners at all levels regarding research and advocacy for diversity, equity, and inclusion that supports the empowerment of marginalized communities within all phases of the disaster management cycle.

### **Key Concepts**

Key concepts that are reflected throughout the LEOP are:

1. Systematic and coordinated incident management, including protocols for:

- a. Alert and notification;
  - b. Coordinated action;
  - c. Mobilization of county resources;
  - d. Operating under differing threats or threat levels; and
  - e. Integration of crisis and consequence management functions.
2. Proactive notification and deployment of resources in anticipation of or in response to catastrophic events in coordination and collaboration with municipal governments and private entities when possible.
  3. Organizing interagency efforts to minimize damage, restore impacted areas to pre-incident conditions if feasible, and/or implement programs to mitigate vulnerability to future events.
  4. Coordinating worker safety and health, private-sector involvement, and other activities that are common to the majority of incidents.
  5. Organizing ESFs to facilitate the delivery of critical resources, assets, and assistance. Departments and agencies are assigned to lead or support ESFs based on authorities, resources, and capabilities.
  6. Providing mechanisms for vertical and horizontal coordination, communications, and information sharing in response to threats or incidents. These mechanisms facilitate coordination among County Government, as well as between the public and private sectors.
  7. Facilitating support to County departments and agencies acting under the requesting department or agency's own authorities.
  8. Developing detailed supplemental operations, tactical, and hazard-specific contingency plans and procedures.
  9. Providing the basis for coordination of interdepartmental planning, training, exercising, assessment, coordination, and information exchange.

Each of these components are made up of various plans, guides and documents that collectively describe how the County plans for, responds to and recovers from natural and human caused disasters.

The LEOP is intended to capture and reflect the cooperative spirit of all senior elected and appointed leaders and their organizations to partner in a comprehensive emergency management program to protect the lives and property of all Macon-Bibb County residents and visitors.

## **1.3 Situation Overview**

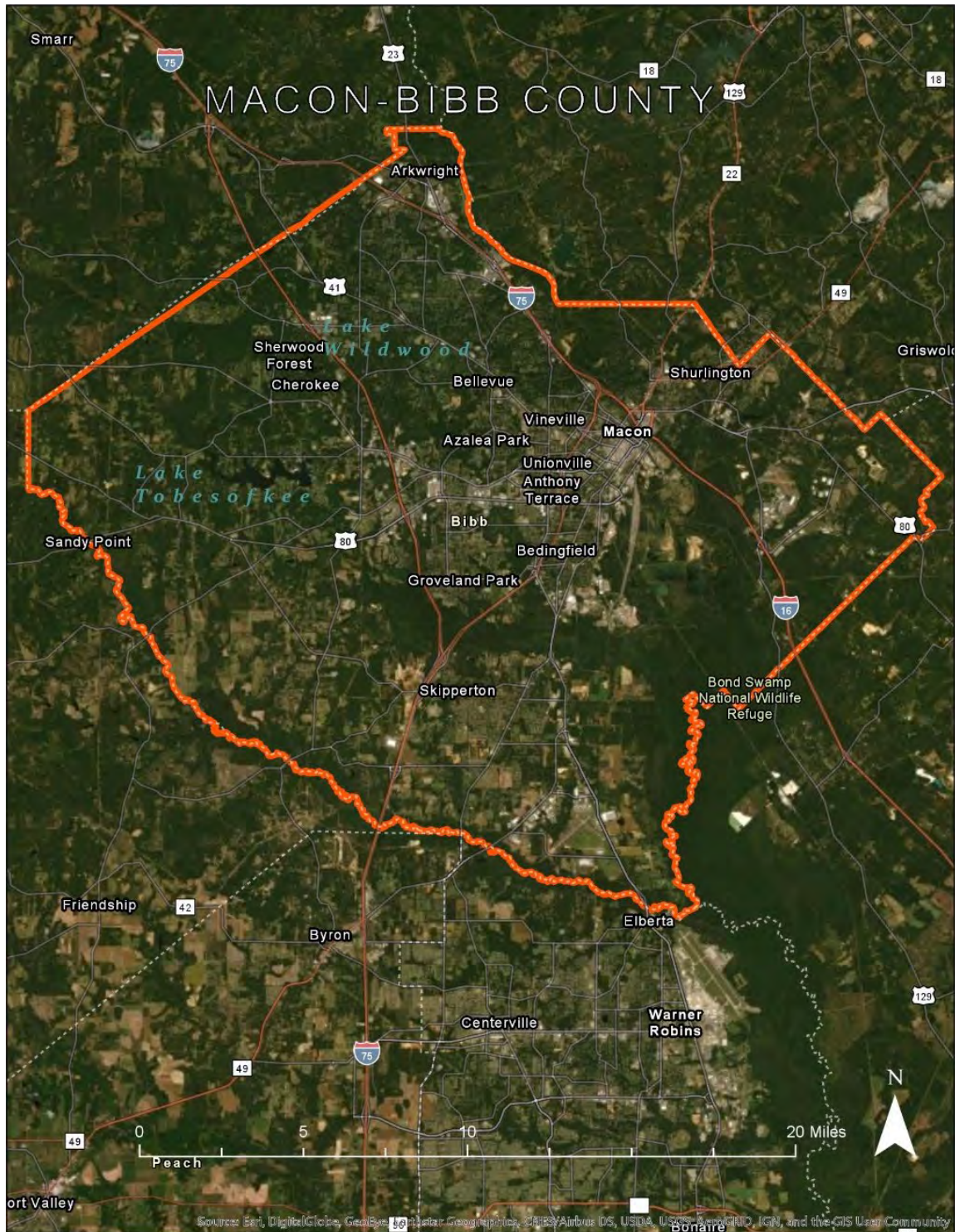
### **1.3.1 Location**

Macon-Bibb County is a county located in the state of Georgia. As of the 2023 census, the population was 156,197. Bibb County is geographically located in the Central Georgia region. Macon-Bibb County has a consolidated city-county government following a merger with its county seat and largest city, Macon, in 2014. They were later joined by the county's only other municipality, Payne City, in 2015.

### **1.3.2 Geographic**

According to the U.S. Census Bureau, the county has a total area of 255 square miles of which 250 square miles is land and 5.6 square miles (2.2%) is water. The entirety of Bibb County is located in the Upper Ocmulgee River sub-basin of the Altamaha River basin.





### 1.3.3 Hazard Profile

### 1.3.3.1 Potential Hazards

Macon-Bibb County is subjected to the effects of many disasters, varying widely in type and magnitude from local communities to statewide in scope.

Table 1: Hazard Identification and Grouping

### Natural Hazard, Risk & Vulnerability Summary

| Hazard                      | Likelihood Score | Preparedness Score | Total Score |
|-----------------------------|------------------|--------------------|-------------|
| Severe Thunderstorms        | 67               | 6                  | 73          |
| Tornado                     | 35               | 10                 | 45          |
| Severe Winter Weather       | 37               | 1                  | 38          |
| Emergent Infectious Disease | 6                | 28                 | 34          |
| Tropical Cyclone            | 14               | 0                  | 14          |
| Earthquake                  | 0                | 8                  | 8           |
| Flooding                    | 4                | 3                  | 7           |
| Extreme Temperatures        | 3                | 3                  | 6           |
| Drought                     | 1                | 3                  | 4           |
| Wildfire                    | 0                | 3                  | 3           |

### Technological Hazard, Risk & Vulnerability Summary

| Hazard                                                 | Likelihood Score | Preparedness Score | Total Score |
|--------------------------------------------------------|------------------|--------------------|-------------|
| Terrorism                                              | 5                | 55                 | 60          |
| Emergent Infectious Disease                            | 6                | 28                 | 34          |
| Mass Casualty Incident *                               | 5                | 18                 | 23          |
| Evacuation Incident **                                 | 17               | 4                  | 21          |
| Utility Failure (Combined with Infrastructure Failure) | 0                | 16                 | 16          |
| Dam Failure                                            | 1                | 11                 | 12          |
| Communications Incident                                | 6                | 6                  | 12          |
| Infrastructure Failure                                 | 4                | 7                  | 11          |
| Hazardous Material Incident                            | 4                | 6                  | 10          |
| Transportation Incident                                | 4                | 4                  | 8           |
| Water Contamination ***                                | 0                | 6                  | 6           |
| Agricultural Incident ****                             | 1                | 5                  | 6           |
| Roundabouts *****                                      | 0                | 0                  | 0           |

\* Mass Casualty Incident was determined to be a cascading event of many of the hazard identified and not a standalone hazard

\*\* Evacuation Incident is related to Coastal evacuations in Georgia from Tropical Cyclone events and has been incorporated into the Tropical Cyclone hazard

\*\*\* Water Contamination has been incorporated into Hazardous Material Incident and Terrorism

\*\*\*\* Agricultural Incident is incorporated into Drought, Extreme Temperatures, and Emergent Infectious Diseases

\*\*\*\*\* Roundabouts was included in Transportation Incidents

\*\*\*\*\* Conflagration was added to Technological Hazards

### 1.3.4 Planning Assumptions

1. An emergency or complex event may occur within Macon-Bibb County with little or no warning and may escalate more rapidly than the county can handle.
2. It is the responsibility of elected officials and designated responders under this plan to save lives, protect property, relieve human suffering, sustain survivors, repair essential facilities, restore services, and protect the environment.
3. Emergencies or complex events are typically managed at the lowest possible organizational and jurisdictional level. Initial actions to mitigate the effects of emergency situations or potential disaster conditions will be conducted as soon as possible by the local government. During a State of Emergency, the EMA Director (or designee), as the individual responsible for carrying out Macon-Bibb County's emergency management programs, has command and control authority over all operational areas necessary to help Macon-Bibb County respond to, recover from, and mitigate against natural and manmade emergencies.
4. It is assumed that any of the emergencies or complex events impacts could individually, or in combination, cause a grave emergency situation within Macon-Bibb County. It is also assumed that these impacts will vary in scope and intensity, from an area in which the devastation is isolated and limited to one that is wide-ranging and extremely devastating. For this reason, planning efforts are made as general as possible so that great latitude is available in their application, considering they could occur in several locations simultaneously.
5. It is recognized that some individuals or groups may require additional assistance due to disabilities, geolocation, background, financial status, communication needs, religion, and language.
6. Entities assigned responsibilities in the LEOP develop and maintain necessary plans, standard operating procedures, mutual aid agreements and model contracts to successfully accomplish the mission.
7. Involved entities are prepared to fulfill assigned responsibilities from the LEOP, supporting plans and joint operational or area plans.
8. Mutual Aid to the affected jurisdiction by response organizations from another jurisdiction is expected to supplement the efforts of the affected jurisdiction in an efficient, effective, and coordinated response when the County officials determine their own resources to be insufficient.
9. Federal and State disaster assistance, when provided, will supplement, not substitute, relief provided by local jurisdictions.
10. Effective forecasting and early warning systems have been established that make it possible to anticipate certain disaster situations that may occur throughout the jurisdiction or the general area beyond the jurisdiction's boundaries.
11. When an emergency exceeds Macon-Bibb County resource and response capabilities, the county government will request assistance from neighboring jurisdictions and may elevate requests for assistance to Georgia Emergency Management and Homeland Security Agency (GEMA/HS) if needed.

12. When a jurisdiction receives a request to assist another jurisdiction, reasonable actions will be taken to provide the assistance as requested. This includes all agencies, departments and offices in support of this LEOP as well as any neighboring jurisdictions.
13. In the absence or inability of the Mayor to perform their duties, the Mayor Pro-Tem will act as the Mayor.
14. In the absence or inability of the EMA Director to perform their duties, the EMA Deputy Director will act as the EMA Director.



## **2.0 Organization and Assignment of Responsibilities**

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### **2.1 General**

Most government agencies of government have emergency functions in addition to their normal, day-to-day duties. These emergency functions usually parallel or complement normal functions. Each department/agency is responsible for developing and maintaining its own emergency management procedures.

### **2.2 Assignment of Responsibilities**

#### **2.2.1 Chief Elected Officials**

##### **2.2.1.1 Succession of Command for Local Government**

The Macon-Bibb County Emergency Operations Plan delegates the Macon-Bibb County Government Mayor's authority to specific individuals in the event that he or she is unavailable. Pursuant to Chapter 9, Section 9-4 of the Macon-Bibb County Code of Ordinances, the county officials in the following order of succession would serve as the Chief Executive of Macon-Bibb County:

1. Mayor
2. Mayor Pro-Tem
3. The third commissioner serving on the Committee on Committees.

##### **2.2.1.2 Macon-Bibb County Mayor**

All of the executive powers of the Macon-Bibb County Government are vested in the Mayor. The Mayor shall be the chief executive officer of Macon-Bibb County and shall be responsible for execution of the laws and policies of the county government and applicable state and federal laws.

The Macon-Bibb County Mayor is responsible for the public safety and welfare of the people of Macon-Bibb County. The Chief Executive Officer:

- a. Provides leadership and plays a key role in communicating to the public, and in helping people, businesses, and organizations cope with the consequences of any type of incident within the jurisdiction;
- b. Is responsible for coordinating resources to address the full spectrum of actions to prevent, protect, respond to, recover from, and mitigate against incidents involving all hazards including terrorism, natural and man-made disasters, accidents, and other events;
- c. Has emergency powers that allow the Mayor to suspend laws and ordinances, such as to establish a curfew and direct evacuations;
- d. Negotiates and enters into mutual aid agreements with other jurisdictions to facilitate resource-sharing; and

e. Requests State and, if necessary, Federal assistance through the Governor of the State of Georgia when the jurisdiction's capabilities have been exceeded or exhausted. This authority may also be exhausted by the County Manager or EMA director in the Mayor's stead.

### **2.2.1.3 Macon-Bibb County Commission**

This is the legislative branch of Macon-Bibb County and is composed of the Mayor and the nine commissioners. The Board is responsible for adopting or enacting, in accordance with the procedures provided within the Macon-Bibb County Charter, ordinances and resolutions it deems necessary and proper for the good governance of the county.

## **2.2.2 Senior Leadership**

### **2.2.2.1 Macon-Bibb County Manager**

The county manager has the duty and responsibility to advise and assist the mayor in the performance of designated duties and to coordinate the activities of the departments of the restructured government. The county manager serves as a liaison between the mayor and the departments of the government, as well as a liaison between the county departments and the Macon-Bibb County Commission.

### **2.2.2.2 Emergency Management Agency (EMA)**

The Emergency Management Agency is responsible for leading and coordinating Macon-Bibb County in activities necessary to mitigate against, prepare for, respond to, and recover from natural and man-made disasters. This includes a wide variety of activities ranging from developing disaster plans and training Emergency Support Functions (ESF) partners to leading the response to and recovery from disasters impacting the community. EMA is also responsible for educating, alerting, and supporting the public in an effort to create a more resilient community.

## **2.2.3 Emergency Management Teams**

### **2.2.3.1 Emergency Support Functions (ESFs)**

The LEOP applies a functional approach that groups the capabilities of county entities, outside government agencies, volunteer organizations, and non-government organizations into ESFs. The LEOP provides the planning, support, resources, program implementation, and emergency services that are most likely to be needed during disaster or emergency incidents. Each primary and support agency assigned to an ESF should appoint personnel to the ECC who have decision making authority under emergency conditions prior to an event. The county response to actual or potential emergencies or complex events is typically provided through the full or partial activation of the ESF structure as necessary. The ESFs serve as the coordination mechanism to provide assistance to county departments and agencies conducting missions of primary county responsibility. Additional discussion on the roles and responsibilities of ESF

primary agencies, and support agencies can be found in the introduction to the ESF Annexes.

## **2.2.4 Private For-Profit Organizations**

ESF 18 Business & Industry primary and support agencies coordinate with the private sector to effectively share information, form courses of action, and incorporate available resources to prevent, protect, mitigate, respond to, and recover from disasters and emergencies.

### **2.2.4.1 Roles**

The roles, responsibilities, and participation of the private sector during a disaster or emergency incident vary based on the nature of the organization and the type and impact of the incident. The roles of private-sector organizations are summarized below.

#### **1. Impacted Organization or Infrastructure**

Private-sector organizations may be affected by direct or indirect consequences of the incident, including privately owned critical infrastructure, key resources, and those main private-sector organizations that are significant to regional economic recovery from the incident. Examples of privately-owned infrastructure include transportation, telecommunications, private utilities, financial institutions, and hospitals.

#### **2. Response Resource**

Private-sector organizations provide response resources (donated or compensated) during an incident - including specialized teams, equipment, and advanced technologies - through public-private emergency plans, mutual aid agreements, or incident specific requests from government and private-sector-volunteer initiatives.

#### **3. Regulated and/or Responsible Party**

Owners/operators of certain regulated facilities or hazardous operations may bear responsibilities under the law for preparing for and preventing incidents from occurring, and responding to an incident once it occurs. For example, some activities are required by law or regulation to maintain emergency preparedness plans, procedures, and facilities and to perform assessments, prompt notifications, and training for a response to an incident.

#### **4. Emergency Organization Member**

Private-sector organizations may serve as active partners in emergency preparedness and response organizations and activities.

### **2.2.4.2 Responsibilities**

Private-sector organizations support the LEOP (voluntarily or to comply with applicable laws and regulations) by sharing information with the government, identifying risks, performing vulnerability assessments, developing emergency response and business

continuity plans, enhancing their overall readiness, implementing appropriate prevention and protection programs, and donating or otherwise providing goods and services through contractual arrangement or government purchases to assist in response to and recovery from an incident.

Certain organizations are required by existing law and regulation to bear the cost of planning and response to incidents, regardless of cause. In the case of an Emergency or disaster, these private-sector organizations are expected to mobilize and employ the resources necessary and available in accordance with their plans to address the consequences of incidents at their own facilities or incidents for which they are otherwise responsible.

#### **2.2.4.3 Response Resources**

Unless the response role is inherently governmental (e.g., law enforcement, etc.), private-sector organizations are encouraged to develop and maintain capabilities to respond to and manage a complete spectrum of incidents and emergencies. The County Government maintains ongoing interaction with the critical infrastructure and key resource industries to provide coordination for prevention, preparedness, response, and recovery activities. When practical, or when required under law, private-sector representatives should be included in planning and exercises. In some cases, the government may direct private-sector response resources when they have contractual relationships, using government funds.

#### **2.2.5 Private Non-Profit Organizations**

Volunteer agencies, such as the American Red Cross, faith-based organizations, and assistive organizations, are available to give assistance with sheltering, feeding, and other issues, as necessary.

Nongovernmental and volunteer organizations collaborate with first responders, governments at all levels, and other agencies and organizations providing relief services to sustain life, reduce physical and emotional distress, and promote recovery of disaster victims when assistance is not available from other sources. For example, the American Red Cross is an NGO that provides relief at the local level and also supports the Mass Care element of ESF 6. Community-based organizations receive government funding to provide essential public health services.

The Central-Georgia Voluntary Organizations Active in Disaster (VOAD) is a consortium of over 60 recognized organizations of volunteers active in disaster relief. Such entities provide significant capabilities to incident management and response efforts at all levels. For example, the wildlife rescue and rehabilitation activities conducted during a pollution emergency are often carried out by private, nonprofit organizations working with natural



## 3.0 Concept of Operations

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### 3.1 General

In order to protect life, property, and environment from the effects of emergencies, Macon-Bibb County is responsible for emergency management activities. When operating under such conditions, Macon-Bibb County Emergency Management Agency will utilize available resources from within Macon-Bibb County, including, but not limited to voluntary and private assets, before requesting other assistance.

Once an emergency exceeds local capacity to respond, assistance will be requested from other jurisdictions and the state through the GEMA/HS.

Upon a Presidential Disaster Declaration, assistance as requested by the state may be provided through Federal ESFs and/or other resources.

In coordination with the Macon-Bibb County Government, GEMA/HS will implement interagency coordination for emergency operations requiring assistance from outside Macon-Bibb County.

Departments and agencies will inform the Macon-Bibb County Emergency Management Agency of personnel assigned to work in the Emergency Coordination Center (ECC).

The Macon-Bibb County Mayor may declare local states of emergency and request State assistance. Requests for State assistance should be entered into WebEOC and coordinated with the assigned Area Field Coordinator to the State Operations Center (SOC).

This plan is based on three organizational levels of emergency management: local, state, and federal. Each level works together to provide a delivery system to meet the needs of the public. Emergency operations are initiated at the lowest level able to respond to emergencies and disasters.

Supporting agencies and volunteer organizations are incorporated in this plan for a whole community approach.

#### 3.1.1 Finance

1. Expenditures of county monies for emergency operations will be conducted in accordance with the county ordinance or policy. In addition, state and federal monies may become available to assist in the disaster effort. Accounting for the expenditures of the federal, state, and county monies will be subject to audits, both internally and externally.
2. Individual departments are responsible for collecting, reporting, and maintenance of records documenting disaster costs. The Finance Department Director or designee will be responsible for collecting the data from all departments and compiling it for a total cost.

### **3.1.2 Logistics**

1. Individual government agencies and augmentation forces will utilize and track supplies, operational aids, and transportation under control of their organizations. Additional supplies, transportation, and manpower required will be requested through the County ECC.
2. Resource management including, but not limited to, financial records, reporting, and resource tracking) is included in ESF 7- Resource Support.
3. Augmentation of the response staff will be done in compliance with published Macon-Bibb County ordinances.

### **3.1.3 Emergency or Complex Event Coordination**

#### **3.1.3.1 Local Coordination**

Incidents, including large scale emergencies or events, require full coordination of operations and resources, and may:

- a. Require significant information sharing across multiple jurisdictions and between the public and private sectors;
- b. Involve single or multiple jurisdictions and/or geographic areas;
- c. Have significant local and/or statewide impact and may require significant inter-governmental coordination;
- d. Involve multiple, highly varied hazards or threats on a local, regional, statewide or national scale;
- e. Result in mass casualties, displaced persons, property loss, environmental damage and disruption of the economy and normal life support systems, essential public services and basic infrastructure;
- f. Require resources to assist individuals with access and functional needs;
- g. Impact critical infrastructures across multiple sectors;
- h. Exceed the capabilities of county agencies, Non-Government Organizations (NGOs) and Private Sector Partners (PSPs) (to include private sector infrastructure owners and operators);
- i. Attract a sizeable influx of public, private, and voluntary resources; including independent and spontaneous volunteers;
- j. Require short-notice asset coordination and response; and
- k. Require prolonged incident management operations and support activities for long-term community recovery and mitigation.

### **3.1.3.2 State Coordination**

Factors influencing the need for state involvement in response and recovery may include, but are not limited to:

- a. Severity and magnitude of the incident.
- b. Local needs exceeding available resources.
- c. Incident type or location.
- d. Protection of public health, welfare or the environment.
- e. Economic ability of the jurisdiction and/or affected localities to recover from the incident.

## **3.2 Goals and Objectives**

### **3.2.1 Goals**

1. Promote the phases of emergency management and provide the community with a coordinated effort to prevent, protect, mitigate, respond to, and recover from injury, damage and suffering resulting from a localized or widespread disaster.
2. Facilitate effective use of available resources during a disaster.
3. Maintain the quality of life for our residents and visitors before, during and after a disaster.

### **3.2.2 Objectives**

1. Meet the needs of the disaster survivor: Save human lives; treat the injured; alert and warn the public to avoid further casualties; provide information on evacuations from dangerous areas; coordinate with other agencies to shelter and care for those evacuated.
2. Meet the needs of the disaster responder: provide information and resources related to mental health and trauma; provide adequate breaks for rest and hydration.
3. Protect property: Take action to prevent damage of property; provide security for property, especially in evacuated areas; prevent contamination to the environment.
4. Restore the Community: Re-establish essential utilities, transportation routes, public infrastructure and facilities as well as encourage economic activity.

### **3.2.3 National Incident Management System and the Incident Command System**

1. Macon-Bibb County has adopted the National Incident Management System (NIMS) as the standard incident management structure. The Incident Command System (ICS) is the standard for on-scene emergency management throughout Macon-Bibb County. First responders in all organizations are encouraged to implement the training, exercising and everyday use of ICS.

2. All Macon-Bibb County emergency response agencies utilize the ICS to direct emergency response activities. The ICS provides an important framework from which all agencies can work together in the most efficient and effective manner. The ECC link to the incident scene will be established via response requirements of the given emergency.
3. If the incident affects multiple agencies and jurisdictions, a transition may occur from a single Incident Commander to a Unified Command structure. Unified Command may appoint a single spokesperson to carry out the command decisions. The remaining response functions (planning, operations, logistics, and finance) will also be “unified” by the responders of the various organizations.
4. Personnel assigned to the ECC are strongly encouraged to complete NIMS training that is inclusive of IS-100, IS-200, IS-700, IS-800, and have an understanding of emergency management procedures.

### **3.2.4 Emergency Management Mission Areas**

#### **Prevention**

Prevent, avoid, or stop an imminent, threatened, or actual act of terrorism.

#### **Protection**

Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.

#### **Mitigation**

Reduce the loss of life and property by lessening the impact of future disasters.

#### **Response**

Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.

#### **Recovery**

Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

### **3.3 Emergency Coordination Center (ECC) Operating Conditions and Activation**

#### **3.3.1 Emergency Coordination Center (ECC) Operations**

##### **3.3.1.1 General**

Anytime a disaster or emergency goes beyond the capability of a single jurisdiction, or requires multiple agencies or departments, the ECC may be activated. If the disaster is countywide, the ECC activation is mandatory. The ECC is an essential tool for



successful response and recovery operations. With decision and policy makers located together, personnel and resources can be used efficiently. Coordination of activities will ensure that all tasks are accomplished, minimizing duplications of efforts. The EMA Director or Deputy Director will determine if the ECC needs to be activated.

### **3.3.1.2 Location**

The Macon-Bibb County ECC is located at 700 Poplar Street, Macon, GA 31201. If an alternate ECC is needed it will be designated by the EMA Director or Deputy Director at the time of the event. The alternate ECC is located at the Macon Terminal Station in the Eric T. Dye Innovation Center at 200 Cherry St, Macon, GA 31201.

### **3.3.2 ECC Activation Levels**

|                    |                                                                                                                                                                          |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Monitoring         | This involves EMA monitoring daily events and notifying ESF and Executive Policy Groups (EPG) staff if an emergency and/or disaster requires their support or resources. |
| Partial Activation | During a partial activation only the incident-specific ESFs will staff the ECC. The Emergency Management Director or designee can partially activate the ECC.            |
| Full Activation    | This is full-scale activation. The ECC is fully staffed by the ESF and EPG members. The Emergency Management Director is responsible for activating the ECC to Level 1.  |

### **3.3.3 Field Operations**

1. The EMA staff is on call 24/7 with one person designated as the primary contact. The on-call primary EMA representative is available to respond and assist with field operations as requested through the E-911 major event notification system when the ECC is not activated. The Emergency Management Agency will provide support to the county 24/7 as needed for field operations regardless of whether the ECC is activated or not.
2. Small-scale incidents or emergencies may be managed using the Incident Command System (ICS) on scene by the responding agencies and do not require EMA assistance or opening the ECC.
3. As the incident complexity increases, resources must increase, requiring the Incident Command (IC) to expand the incident management organization with additional levels of supervision. The responding agency should utilize its own departmental staff to fill the ICS command and general staff positions needed to successfully manage the incident.
4. Once an incident has escalated and all typical mission specific resources are exhausted or at the discretion of the IC, the EMA Director will activate the ECC to provide additional support and coordination for the incident.

5. If all local resources have been utilized and the on-scene command is overwhelmed due to long operational periods and /or shortage of staff, a request for mutual aid or state assistance may be submitted by the ECC through the GEMA/HS WebEOC.

### **3.3.4 Activation of the Local Emergency Operations Plan (LEOP)**

1. The Macon-Bibb County Mayor is responsible for the county's activities relating to an emergency or disaster. The Macon-Bibb County Mayor may designate these responsibilities to the EMA Director.
2. The Macon-Bibb County Mayor functions as the representative to the Macon-Bibb County Commission.
3. The EMA Director will make a recommendation to the Macon-Bibb County Mayor or mayor pro-tem regarding the activation/implementation of the LEOP. In the event the Mayor is not available, the EMA Director will make the recommendation to the county manager.
4. When the LEOP is implemented, county resources are available to respond to and facilitate recovery from the disaster. In the event of an emergency, personnel may be tasked to accomplish a mission outside of their normal area of responsibility.
5. Activation of the plan is also associated with the ECC Operating Level. At Partial Activation, when there is a possibility of an emergency or disaster, the LEOP may be partially or fully activated, as required. At Full Activation, when a disaster or emergency situation is imminent or in progress, the LEOP activation is required.
6. The EMA will establish and maintain journals, records, and reporting capabilities in accordance with state and federal laws and regulations.

### **3.3.5 Emergency Support Functions**

The LEOP applies a functional approach that groups the capabilities of county departments, state government agencies, volunteer agencies, and non-government organizations into Emergency Support Functions (ESFs) to provide the planning, support, resources, program implementation, and emergency services that are most likely to be needed during disaster or emergency incidents.

Each ESF is comprised of primary and support agencies. The ESF Annexes identify primary agencies on the basis of authorities, resources, and capabilities. Support agencies are assigned based on resources and capabilities in a given functional area.

The resources provided by the ESFs reflect categories in the NIMS, the National Response Framework, the National Recovery Framework, the Georgia Emergency Operations Plan, and based on the needs of Macon-Bibb County. ESFs are expected to support one another in carrying out their respective roles and responsibilities. Additional discussion on roles and responsibilities of ESF primary agencies, and support agencies can be found in the introduction to the ESF Annexes.

Table 2: ESF Primary and Alternate Responsible Agencies

| ESF   | Function                    | Primary                             | Support                                                                                                                                                                                                                                                                                                                                                                |
|-------|-----------------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ESF 1 | Transportation              | Macon Transit Authority             | Bibb County BOE Transportation<br>Macon-Bibb Public Works<br>Macon-Bibb Vehicle Maintenance<br>Middle Georgia Regional Airport                                                                                                                                                                                                                                         |
| ESF 2 | Technology & Communications | Macon-Bibb Information Technology   | Amateur Radio Emergency Services (ARES)<br>Macon-Bibb E911                                                                                                                                                                                                                                                                                                             |
| ESF 3 | Public Works                | Macon-Bibb Public Works             | Macon Water Authority<br>Macon-Bibb Engineering<br>Macon-Bibb Parks and Beautification                                                                                                                                                                                                                                                                                 |
| ESF 4 | Firefighting                | Macon-Bibb Fire Department          | American Red Cross<br>Georgia Forestry Commission                                                                                                                                                                                                                                                                                                                      |
| ESF 5 | Planning & Analysis         | Middle Georgia Regional Commission  | Macon-Bibb Emergency Management Agency                                                                                                                                                                                                                                                                                                                                 |
| ESF 6 | Mass Care                   | American Red Cross                  | Bibb County Sheriff's Office Animal Services<br>Department of Agriculture<br>Georgia State Defense Force<br>Macon-Bibb County Cooperative Extension<br>Macon-Bibb Department of Family and Children Services (DFACS)<br>Macon-Bibb Health Department<br>Macon-Bibb Recreation<br>North Central Health District                                                         |
| ESF 7 | Logistics                   | Macon-Bibb Procurement              | Macon-Bibb Facilities Management<br>Macon-Bibb Vehicle Maintenance                                                                                                                                                                                                                                                                                                     |
| ESF 8 | Public Health & Medical     | Macon-Bibb County Health Department | Atrium Health Navicent, The Medical Center<br>Community Ambulance<br>Macon-Bibb Coroner's Office<br>North Central Health District<br>Office of EMS and Trauma – Region 05 Piedmont Macon Medical Center<br>Piedmont Macon North Hospital<br>Region F Healthcare Coalition<br>Rivers Edge and/or Department of Behavioral Health and Developmental Disabilities (DBHDD) |
| ESF 9 | Search & Rescue             | Macon-Bibb Fire Department          | Georgia Search and Rescue Task Force (GSAR)                                                                                                                                                                                                                                                                                                                            |

|        |             |                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------|-------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |             |                                                                                     | Macon-Bibb Emergency Management Agency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| ESF 10 | HAZMAT      | Macon-Bibb Fire Department                                                          | CHEMTREC<br>GDOT<br>Georgia Search and Rescue Task Force (GSAR)<br>Open-Road HAZMAT Carriers<br>Pipeline Companies<br>Railway Operating Companies<br>State of Georgia Environmental Protection Division<br>4th Civil Support Team                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| ESF 11 | Agriculture | Macon-Bibb Cooperative Extension<br>Bibb County Sheriff's Office<br>Animal Services | Bibb County Farm Bureau<br>Clerk of the Commission<br>County Commission Clerk<br>Cultural Sites and Institutions<br>Faith-Based Archives<br>Georgia Department of Agriculture<br>Historic Macon<br>Local Animal Rescues<br>Local Museums<br>Local Veterinarians<br>Macon Arts Alliance<br>Macon-Bibb County Health Department<br>Macon-Bibb County IT Department, GIS<br>Macon-Bibb County Parks and Beautification<br>Macon-Bibb County Recreation<br>Macon-Bibb County Solid Waste<br>Mercer University Libraries<br>Middle Georgia Regional Library<br>Museum of Arts and Sciences<br>North Central Health District<br>Ocmulgee Mounds National Historical Park<br>Private/Public School Record Centers<br>Probate Court Clerk<br>Superior Court Clerk<br>Visit Macon |
| ESF 12 | Utilities   | Georgia Power<br>Atlanta Gas Light<br>Macon Water Authority                         | Central Georgia EMC<br>Flint Energies<br>Macon-Bibb Facilities Management<br>Macon-Bibb Vehicle Maintenance<br>Mid-State Energy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |



|        |                     |                                     |                                                                                                                                                                |
|--------|---------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |                     |                                     | Southern Rivers Company<br>Tri County EMC                                                                                                                      |
| ESF 13 | Law Enforcement     | Bibb County Sheriff's Office        | Macon-Bibb County Lake Tobosofkee<br>Macon-Bibb Coroner's Office                                                                                               |
| ESF 14 | Recovery            | Macon-Bibb Finance                  | Macon-Bibb County Attorney<br>Macon-Bibb Emergency Management Agency<br>Macon-Bibb Human Resources<br>Macon-Bibb Internal Audit<br>Macon-Bibb Tax Commissioner |
| ESF 15 | Public Affairs      | Macon-Bibb Office of Communications | Bibb County Board of Education<br>Department of Public Health<br>Macon-Bibb Emergency Management Agency<br>Macon-Bibb Sheriff's Department<br>Visit Macon      |
| ESF 16 | Debris Management   | Macon-Bibb Parks and Beautification | Macon-Bibb Public Works Macon-Bibb Solid Waste                                                                                                                 |
| ESF 17 | Damage Assessment   | Macon-Bibb Code Enforcement         | Macon-Bibb Tax Assessors<br>Macon-Bibb Tax Commissioner                                                                                                        |
| ESF 18 | Business & Industry | Macon-Bibb Industrial Authority     | Greater Macon Chamber of Commerce<br>Office of Small Business Affairs<br>Macon-Bibb Economic & Community Development<br>Macon-Bibb Urban Development Authority |

### 3.3.6 Activation

In the event of an activation, the EMA Director or designee will notify the appropriate staff members to report to the ECC. The ECC is the central point for emergency operations.

The EMA staff will take action to notify and mobilize the appropriate ESFs and organizations on the ECC Activation List. Notification can take place through several different methods depending on the situation and availability of communication systems.

Once the ECC is activated, all personnel and resources will be coordinated in support of ESF responsibilities.

### 3.3.7 ECC Organization Structure

1. Executive Policy Group is composed of but not limited to the following:
  - a. Mayor
  - b. County Manager

- c. Assistant County Manager
  - d. Emergency Management Director
  - e. Fire Chief
  - f. Sheriff
  - g. County Attorney
  - h. Clerk of the Commission
  - i. Bibb School District Superintendent
  - j. Chief Communications Officer
2. Operations Section is composed of the following ESF:
    - a. ESF – 3 Public Works
    - b. ESF – 4 Firefighting
    - c. ESF – 9 Search & Rescue
    - d. ESF – 10 HAZMAT
    - e. ESF – 12 Utilities
    - f. ESF – 13 Law Enforcement
  3. Planning Section is composed of the following ESF:
    - a. ESF – 1 Transportation
    - b. ESF – 5 Planning & Analysis
    - c. ESF – 6 Mass Care
    - d. ESF – 15 Public Affairs
    - e. ESF – 18 Business & Industry
  4. Logistics Section is composed of the following ESF:
    - a. ESF – 2 Technology & Communications
    - b. ESF – 7 Logistics
    - c. ESF – 8 Public Health & Medical
    - d. ESF – 11 Agriculture
  5. Administration Section is composed of the following:
    - a. ESF – 14 Recovery
    - b. ESF – 16 Debris Management
    - c. ESF – 17 Damage Assessment

### **3.3.8 Situation Reports (SITREP)**

When the ECC is activated, a Situation Report (SITREP) will be produced in WebEOC for each operational period. The EMA will set the operational period which usually will be 12 hours. The initial SITREP will be completed within the first four (4) hours after activation. Additional SITREPS will coincide with the ECC briefings. This SITREP does not replace the requirement to enter a Resource Request for all State level assistance.

Upon review and approval by the EMA the SITREP will be sent to the State Operations Center (SOC) by entering it into WebEOC under County Situation Report Board at the beginning of each operational period.

### **3.3.9 Briefings Schedules**

1. Once the ECC has been activated, the EMA will conduct an Activation Briefing. This will detail the situation and give the operational period objectives.
2. Once the ECC becomes operational, the EMA will conduct regularly scheduled situational briefings. Briefing times will be determined at the beginning of activation and will be based on type and speed of incident. All ESFs may be expected to give a brief description of their priority issues related to the ECC objectives and any unresolved concerns they have.
3. Additional briefings may be required depending on the circumstances. This may include briefings for VIPs, media, special visitors or newly arrived state or federal representatives.

### **3.4 Coordinating County, State and Federal Operations**

1. County responders are the first to arrive and the last to leave emergencies or complex events. All emergencies and/or disasters are managed at the county level. If county capabilities are exceeded, and a local State of Emergency has been declared, state government agencies can augment assistance to meet the emergency needs of survivors.
2. When county agencies determine that their resources are not adequate, additional resources may be requested through the EMA or the County ECC if activated.
3. State government will supplement county efforts upon request or in accordance with the Emergency Support Function (ESF) Annexes described herein.
4. The Governor or designee may execute the Georgia Emergency Operation Plan (GEOP) to support county situations when county resources are not adequate to sustain an effective response operation or when a significant state presence is required for immediate assistance.
5. Federal assistance will supplement state and county efforts and shall be provided under governing secretarial or statutory authorities.
6. To the extent that public law provides, any federal assistance made available to relieve the effects of an emergency or disaster in Macon-Bibb County will be coordinated by the State Coordinating Officer (SCO) or designated authorized representative.
7. If the President authorizes federal assistance, the President will appoint a Federal Coordinating Officer (FCO). The FCO is authorized to use the full authority of the Stafford Act to reimburse response and recovery claims.

### **3.5 County Logistical Staging Area (LSAs)**

For emergencies requiring major mobilization of supplies, materials, equipment, and personnel prior to, during, and after the emergency, a Logistical Staging Area may be established. The LSA will receive, classify, and account for emergency relief and

sustainment supplies. This area will be determined based on areas of damaged and needs.

### **3.6 Public Information**

#### **3.6.1 Joint Information Center**

A Joint Information Center (JIC) is a physical location where public information professionals from organizations involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions collectively. ESF 15 Public Affairs should activate a JIC if multiple disciplines and/or jurisdictions are involved.

##### **3.6.1.1 Coordination**

During an emergency or disaster, ESF 15 Public Affairs will be the official spokesperson for the County. Coordination with all appropriate departments and other agencies will ensure proper emergency public information is being disseminated.

##### **3.6.1.2 Media Procedures**

ESF 15 Public Affairs will be responsible for escorting media members into the ECC and for arranging interviews with ECC Staff. The media will not be allowed in the ECC during briefing without prior approval from the EMA Director or Deputy Director.

#### **3.6.2 Alert and Notification**

##### **3.6.2.1 Local Emergency Notification**

The EMA Director, or their designee, will coordinate with all appropriate departments/agencies and organizations to ensure timely notification at the onset of a human-caused or natural incident.

The ability to warn the public of impending danger or orders of evacuation is a priority in any emergency operation. There are many methods to communicate emergency messages to the general public, the business community and transient population. Official warnings can come from the county, state and federal governments.

1. To alert residents and visitors to the hazards and other threats that may impact Macon-Bibb County a multi-layered communication system is utilized that includes:
  - a. MBCAlert
  - b. NOAA Alert Notifications
  - c. Emergency Alert System (EAS)
  - d. Shelter-In-Place Sirens
  - e. FEMA Integrated Public Alert and Warning System (IPAWS)
  - f. [www.MaconBibb.us](http://www.MaconBibb.us)
  - g. Traditional Media Coordination
  - h. Macon-Bibb County Social Media Channels



The E911 Telecommunications Center serves as the County Public Safety Answering Point (PSAP) for all incidents and is located at 911 First Street, Macon, GA 31201.

### **3.6.2.2 State Warning Point**

1. The primary method of notification for the State Warning Point is telephone at 1-800-TRY-GEMA (1-800-879-4362).

### **3.6.2.3 Request for Assistance**

1. If county capabilities are exceeded, and a local emergency has been declared, a Resource Request for state and/or federal assistance shall be presented to the SOC through WebEOC, or through the Area 4 Field Coordinator if WebEOC is unavailable.
2. All needs must go through the process of being filled with county resources, resources for which contracts are in place, or donated resources before a request is made to the state. Once all county resources have been exhausted, the Operations Desk will make the appropriate request to the State for resources.
3. There are many methods of resource requests that can be utilized. The primary method is WebEOC. All required information is included in the Resource Request board. If the system fails or is unavailable, the following methods are acceptable:
  - a. Area 4 Field Coordinator
  - b. Phone 1-800-TRY-GEMA (1-800-879-4362)
  - c. E-mail

## **4.0 Plan Development and Maintenance**

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### **4.1 Development**

1. The EMA Director is responsible for the creation and development of the LEOP.
2. ESF representatives for each agency are responsible for supporting the development of the LEOP.

### **4.2 Maintenance**

Macon-Bibb County Emergency Management Agency is the executive agent for LEOP management and maintenance. The LEOP will be reviewed annually and updated bi-annually or as required to incorporate new directives and changes based on lessons learned from exercises and actual events. This section establishes procedures for interim changes and full updates of the LEOP. Macon-Bibb County EMA will coordinate the efforts of agencies and organizations responsible for plan development of ESFs and major revisions. Each ESF will be involved in the development and continual update of their ESF Annex.

#### **4.2.1 Requirements**

1. Changes should be made to the LEOP and annexes when the documents are no longer current. Reasons to review and update a plan may include, but are not limited to:
  - a. A major incident
  - b. The impacts of an incident based on an exercise or AAR
  - c. Change in operational resources or elected officials
  - d. Change in the concept of operations for emergencies
  - e. Change in warning and communications systems
  - f. Change in hazards or threats
  - g. Updated planning standards or guidance
  - h. New and/or amended laws and
  - i. Grammatical errors or programmatic changes
2. The EMA Director will maintain, distribute, and update the LEOP. Responsible officials in county agencies should recommend changes and provide updated information periodically (e.g., changes of personnel and available resources). Revisions will be forwarded to staff.
3. Directors of supporting agencies have the responsibility of maintaining internal plans, SOPs, and resource data to ensure prompt and effective response to and recovery from emergencies and disasters.

#### **4.2.2 Review and Update**

##### **4.2.2.1 Review**

The LEOP and annexes are required to be reviewed annually. Each review will have three potential findings:

1. No Action Required,
2. Partial Update Required (Admin Update), or
3. Full Update Required (Operational or Organizational changes to plan)

If the LEOP or annex have a “No Action Required” finding, then it will be given an automatic 12-month extension. If the LEOP or annex have an “Update Required” finding, then it will be scheduled for an (Partial or Full) update.

#### **4.2.2.2 Update**

1. Partial update:

Partial Updates are generally categorized as administrative updates or corrections and do not substantially change the original intent and purpose of the plan. Partial updates can be annotated on the Record of Change table of the plan. Those changes will be distributed to those listed on the Distribution List table. Partial Updates will not change the approval date of the original plan.

2. Full Update:

The LEOP and annexes are required to be fully updated within 24-months of the promulgation date. Based on the review, the original planning lead or responsible section manager will determine the level or effort of the plan update. Full updates require that the formal planning process be used; stakeholder engagement, content review and comment. The entire plan will require a new signature and distribution.

3. Rescind:

Sections of the LEOP or annexes that have outlived their usefulness or that have become obsolete may be rescinded. In consultation with Macon-Bibb County Mayor, the EMA Director may recommend that applicable sections be rescinded. Any plan scheduled for rescindment will require formal notification to all plan stakeholders stating that the plan is rescinded.

## **5.0 Authorities and References**

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### **5.1 Legal Authority**

#### **5.1.1 Federal**

1. The Robert T. Stafford Disaster Relief and Emergency Assistance, Public Law 93-288 as amended
2. 42 USC, Chapter 139 Volunteer Protection

#### **5.1.2 State**

1. O.C.G.A. § 38-3 Emergency Management
2. O.C.G.A. § 51-1-29.2 Liability of Persons/Entities Acting During Catastrophic Acts of Nature

#### **5.1.3 Local**

1. Macon-Bibb County, Georgia - Code of Ordinances PART III - CODE OF ORDINANCES Chapter 2 - ADMINISTRATION ARTICLE V. - OFFICIALS AND DEPARTMENTS DIVISION 1. - EMERGENCY MANAGEMENT
2. Macon-Bibb County, Georgia - Code of Ordinances PART III - CODE OF ORDINANCES Chapter 9 - EMERGENCY MANAGEMENT
3. Macon-Bibb County, Georgia - Code of Ordinances PART III - CODE OF ORDINANCES Chapter 17 - PARKS AND RECREATION ARTICLE II. - TREE PRESERVATION, PROTECTION AND REPLACEMENT Sec. 17-39. - Emergencies.
4. Macon-Bibb County, Georgia - Code of Ordinances PART III - CODE OF ORDINANCES Chapter 19 - PURCHASING, CONTRACTS AND DISPOSITION OF PROPERTY ARTICLE I. - IN GENERAL Sec. 19-5.5. - Emergency procurement.

### **5.2 References**

#### **5.2.1 Federal**

1. Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining State, Territorial, Tribal, and Local Government Emergency Plans, March 2009.
2. Homeland Security Exercise and Evaluation Program (HSEEP), February 2007.
3. National Incident Management System (NIMS), December 2008.
4. National Response Framework, Federal Emergency Management Agency, January 2008.

#### **5.2.2 State**

1. Georgia Emergency Operations Plan (GEOP), 2017, Updated 2019
2. State of Georgia Continuity of Government Plan, 2017



3. Georgia Emergency Management and Homeland Security Agency Plans Standardization and Maintenance, May 2018

### **5.2.3 Local**

1. Georgia Emergency Management Agency-Homeland Security Statewide Mutual Aid and Assistance Agreement



# **Macon-Bibb County**

## **Emergency Operations Plan (EOP)**

### **ESF 1 Annex**

### **Transportation**



**June 2024**

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## ESF Coordinator and Support Agencies

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### ESF Coordinator

Macon-Bibb County Transit Authority  
Director

### Primary Agency

Macon-Bibb County Transit Authority

### Support Agencies

Bibb County BOE Transportation  
Middle Georgia Regional Airport  
Macon-Bibb County Vehicle Maintenance  
Macon-Bibb County Public Works

## **1.0 Introduction**

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### **1.1 Purpose**

1. To support and assist county agencies and other partner organizations requiring transportation within Macon-Bibb County for an actual or potential disaster or emergency.
2. To assist county agencies and other Emergency Support Functions (ESF)s with the emergency efforts to transport people. The priorities for allocation of these assets will be:
  - a. Providing transportation to disaster survivors as a main priority.
  - b. Transporting personnel for the support of emergency response and recovery activities.
3. To assist in transportation and distribution of disaster supplies and equipment as needed, in response to recovery efforts.

### **1.2 Scope**

ESF 1 Transportation operations encompass ground-based, maritime, and aviation-based transportation to transport people, goods, and resources during an emergency or disaster. The Macon-Bibb County Transit Authority assumes primary responsibility for the coordination of aviation and ground-based multi-modal transportation resources.

## **2.0 Concept of Operations**

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### **2.1 General Concept**

During an emergency or disaster, the ESF 1 Transportation Coordinator will serve as the principle point of contact for operations associated with ESF 1 Transportation. The ESF Coordinator will oversee all ESF 1 Transportation operations and reports to the Emergency Management Agency (EMA). If a disaster warrants Emergency Coordination Center (ECC) activation, some or all of ESF 1 Transportation personnel may be activated. The scope, scale, and magnitude of the threat/incident will dictate which support agencies that will be requested for support of ESF 1 Transportation operations in the ECC.

### **2.2 ESF Responsibilities**

#### **2.2.1 General**

1. Maintain liaison with the County ECC.
2. Coordinate emergency information for public release through ESF 15 Public Affairs.
3. Participate in planning meetings and exercises.
4. Ensure that all team members or support agencies maintain appropriate records of



costs incurred during the event.

### **2.2.2 Pre-Event Phase**

1. Maintain normal day-to-day operations.
2. Develop a plan for manpower to sustain operations for multiple operational periods.
3. Identify hazards that may affect the county's transportation systems, both natural and man-made.
4. In coordination with the EMA, develop plans and procedures, organize personnel, and maintain a readiness posture.
5. Maintain current inventories of county transportation facilities, supplies, and equipment utilizing the FEMA Resource Typing System.
6. Maintain current resource directories of all supplemental commercial and industrial transportation assets, facilities, and supplies within the county, to include maintaining points of contact, their geographic locations, territories, and operating areas.
7. Establish and maintain coordination with the state and adjacent county transportation officials.
8. Working with ESF 13 Law Enforcement, provide support for multiple types of evacuation(s) to include the lock down of bridges, suspension of highway construction and maintenance, lane reversal on evacuation routes, and state traffic management plans and operations.
9. Estimate logistical requirements during the planning process and through exercises.
10. Develop appropriate transportation packages to support impending hazards or threats.
11. Participate in exercises and training to validate this annex and supporting SOPs.
12. Ensure all ESF 1 personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.

### **2.2.3 Response Phase**

1. Activate the Transportation ESF upon the request of the EMA Director or designee.
2. Identify transportation needs required to respond to the emergency at hand.
3. Coordinate with Georgia Emergency Management and Homeland Security Agency (GEMA/HS) for use of state transportation assets through the State Operations Center (SOC) using resource request on WebEOC.
4. Identify, obtain, prioritize, and allocate available transportation resources.
5. Deploy personnel and equipment to pre-assigned areas upon request of the EMA Director or designee.
6. Report the locations of damage to transportation infrastructure, degree of damage, and other available information to ESF 3 Public Works and ESF 16 Debris Management.

7. Determine the most viable, available transportation networks to, from, and within the disaster area, and regulate the use of such networks as appropriate.
8. Plan for transportation support of mobilization sites, staging areas, and distribution points.
9. Report damage to vehicles and equipment to the County ECC.
10. Maintain liaison with law enforcement personnel regarding traffic flow into and out of the disaster area.
11. Coordinate emergency information for public release through ESF 15 Public Affairs.
12. Unmanned Aircraft Systems (UAS) will be coordinated by this ESF and/or EMA following all Certificates of Waiver or Authorization (COAs) or other rules and regulations mandated by the Federal Aviation Administration (FAA).
13. ESF 1 will coordinate "Air Boss" Operations as needed with agencies using aircraft.
14. Maintain liaison with organizations requiring transportation support.
15. Keep all transportation organizations informed on the current situation.

#### **2.2.4 Recovery Phase**

1. Provide transportation support for movement of personnel, supplies, and equipment.
2. Coordinate the repair and restoration of transportation infrastructure with the assistance of ESF 3 Public Works.
3. Maintain coordination with the EMA and all organizations of the Transportation Service.
4. Ensure that ESF 1 team members or their agencies maintain appropriate records of costs incurred during the event such as damaged equipment, equipment use, and personnel work hours and share that information with ESF 14 Recovery.
5. Keep all transportation organizations informed on the current situation.

#### **2.2.5 Plan Activation**

When ESF 1 Transportation or a support agency is made aware of a threat or incident requiring the activation of this Annex, they will contact EMA or the Emergency Coordination Center with all pertinent information.

When activated, the Macon-Bibb County Transit Authority with assistance from supporting departments and agencies, assesses and responds to requests for assistance with management, maintenance, planning and technical support of transportation infrastructure and networks.

During activation, the ESF 1 Transportation Coordinator serves as the point of contact for requests for ESF 1 Transportation-related assistance that's received by the County ECC. The ESF 1 Transportation Coordinator then ensures mission assignment completion through direct support or by delegation to the appropriate support agency.

### **3.0 Organization and Assignment of Responsibilities**

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The ESF 1 Transportation Coordinator is the Macon-Bibb County Transit Authority Director.

Within the County ECC, the ESF 1 Transportation Coordinator will serve a dual role as the ESF 1 Transportation Coordinator and the Primary Agency Emergency Coordinator for aviation and ground-based transportation operations.

#### **3.1 ESF Coordinator**

ESF 1 Transportation Coordinator will ensure the following:

- Designate Primary and Alternate Emergency Coordinators. The designees shall represent the agency in an emergency or disaster and provide operational support in the ECC when requested.
- Sustain operational readiness through regular contact with primary and support agencies.
- Lead planning meetings and participate in exercises.
- Develop Standard Operating Guides (SOGs) to support emergency and disaster operations.
- Develop, maintain, and distribute this Annex.
- Coordinate with EMA Director, or designee, for training of staff that support ESF 1 Transportation.
- Coordinate operational support for ESF 1 Transportation support agencies.
- Monitor the transportation infrastructure and act as the principle source of information for threats or incidents to the infrastructure.
- Coordinate the movement and flow of traffic into and out of impacted areas for effective transport of relief supplies, personnel, and equipment.
- Identify, procure, prioritize, and track transportation resources that are requested to support or are utilized for emergency or disaster operations.
- Conduct impact assessments within impacted areas.
- Coordinate with ESF 3 Public Works to ensure that transportation infrastructure is adequate to meet transport needs.
- Coordinate with ESF 3 Public Works on restoration operations for transportation infrastructure.
- Coordinate with ESF 7 Logistics in the provision of transportation resources to support commodities transport into impacted areas.

#### **3.2 Primary Agency Assignment of Responsibilities**

- Prepares Transportation Plans and coordinates preparedness, response, recovery, and mitigation activities pertaining to transportation.

- Conducts regular ESF 1 Transportation meetings and conference calls.
- Maintains ongoing contact with ESF 1 Transportation primary and support agencies.
- Ensures that ESF 1 Transportation Primary and Support Emergency Coordinators maintain operational readiness by taking required training courses.
- Acts as a liaison between ESF 1 Transportation and ESF 15 Public Affairs.
- Directs requests for assistance to the appropriate ESF 1 Transportation support agencies.
- Directs unmet requests for assistance to EMA or ESF 5 Planning & Analysis.
- Provides information on status, threats, impacts, and restoration of transportation infrastructure and services in conjunction with ESF 3 Public Works.
- Provides updates on the status of ESF 1 Transportation mission assignments to EMA, ESF 5 Planning & Analysis, and other entities external to ESF 1 Transportation.
- Generates information to be used in briefings, situation reports, and incident action plans.
- Oversees the provision of transportation assets in coordination with ESF 7 Logistics to support the movement of evacuees in accordance evacuation support plans.
- Coordinates all requests for assistance for multi-modal transportation resources.
- Monitors the transportation infrastructure during evacuations and provides regular reports on traffic volumes.
- Enacts one-way lane operations to support mass evacuations, in conjunction with ESF 13 Law Enforcement.
- Coordinates the abatement of construction and maintenance projects for transportation infrastructure during an emergency or disaster.
- Coordinates the issuance of regulatory waivers and exemptions for oversized and overweight vehicles.
- Enacts effective traffic demand management by a variety of methods, including variable message signs and the deployment of Georgia Department of Transportation units.
- Coordinates the closure of federal and state routes and bridges during hazardous conditions or upon the threat of hazardous conditions.
- Identifies, procures, prioritizes, and tracks transportation resources that are requested to support or are utilized for emergency and disaster operations.
- Assists local jurisdictions and volunteer organizations with evacuation and transport of supplies and equipment.

### **3.3 Responsibilities of Support Agencies**

- Provide Support to MTA by making personnel, vehicles, and fuel available as needed to assist in fulfilling emergency transportation needs prior to, during or



immediately following an emergency or disaster incident.

- Assess the overall status of the transportation system within the county and begin determination of potential needs and resources.
- Provide support to the county transportation systems as able.
- Facilitate the reception of disaster relief goods and provide temporary storage of those goods.
- Provide coordination and support for all aviation operations to include fixed wing, rotorcraft, and Unmanned Aerial Systems.

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

ESF 1 Transportation will report all activities to the ESF 5 Planning & Analysis for inclusion in the development of incident action plans and situational reports. All public information reports regarding ESF 1 Transportation activity will be coordinated with ESF 15 Public Affairs.

In addition to the ECC, ESF 1 Transportation may provide personnel to field operations established in Macon-Bibb County, including but not limited to: Joint Field Offices (JFO), Joint Information Centers (JIC), Disaster Recovery Centers and any other incident facility established to meet operational demands for each particular incident requiring the activation of the LEOP.

### **4.2 Communications**

The ESF 5 Planning & Analysis will provide planning assistance to all ESFs listed in the LEOP. All ESFs will strive to develop operationally ready SOGs for inclusion in the LEOP. ESF 1 Transportation will meet as necessary to develop, review and refine SOGs that discuss specific operational processes and procedures.

### **4.3 Administration, Finance, and Logistics**

In conjunction with ESF 7 Logistics, ESF 1 Transportation will develop, review, refine and maintain lists of all resources currently available and under the control of the primary or support agencies listed in this plan. The development of these lists may be completed by several organizations and professional groups, which currently operate within this ESF. These resource lists should be compliant with the resource typing standards outlined in the National Incident Management System (NIMS).

Resource requirements will be primarily determined by Incident Commanders, working with the Emergency Coordination Center. Resource requests flow from the Incident Commander to the ECC, and may be forwarded to the State Operations Center (or through the GEMA/HS Field Coordinator) as required. Existing local resources, intrastate mutual aid, donations, Voluntary Organizations Active in Disasters (VOAD) and Non-Governmental Organizations (NGO) provide the initial source of personnel, vehicles, equipment, supplies and services to fulfill resource requests.

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required and when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan.



# **Macon-Bibb County**

## **Emergency Operations Plan (EOP)**

### **ESF 2 Annex**

### **Technology & Communications**



**June 2024**

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## ESF Coordinator and Support Agencies

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### ESF Coordinator

Macon-Bibb County Information  
Technology Director

### Support Agencies

Macon-Bibb County E911 Department  
Amateur Radio Emergency Services (ARES)

### Primary Agency

Macon-Bibb County Information  
Technology Department



## **1.0 Introduction**

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### **1.1 Purpose**

1. To provide for the coordination and use of all county, public, private, and volunteer technology and communications resources within Macon-Bibb County during an emergency or a disaster situation.
2. To provide for technology and communications assets and infrastructure essential to augment or support emergency response, when local technology and communication resources become overburdened or destroyed.

### **1.2 Scope**

ESF 2 Technology & Communications operations encompasses a wide array of responsibilities which include, coordinating actions to assist industry in restoring the public communications infrastructure and to assist local governments with emergency communications and restoration of public safety communications systems and first responder networks. The Information Technology Department assumes primary responsibility for the coordination of governmental and private partner communication resources.

Communications involves information transfer and the technology associated with the representation, transfer, interpretation, and processing of data among persons, places, and machines. It includes transmission, emission, or reception of signs, signals, writing, images, and sounds or intelligence of any nature by wire, radio, optical, or other electromagnetic systems.

## **2.0 Concept of Operations**

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### **2.1 General Concept**

During an emergency or disaster, the ESF 2 Technology and Communications Coordinator will serve as the principle point of contact for operations associated with ESF 2 Technology & Communications. The ESF Coordinator will oversee all ESF 2 Technology & Communications operations and report to the Emergency Management Agency (EMA). If a disaster warrants Emergency Coordination Center (ECC) activation, some, or all of ESF 2 Technology & Communications personnel may be activated. The scope, scale, and magnitude of the threat/incident will dictate which support agencies that will be requested for ESF 2 Technology & Communications operations in the ECC.

ESF 2 will coordinate emergency warnings and communications equipment and services from county and voluntary groups, as well as the telecommunications industry. ESF 2 will serve as the focal point of contingency response communications activity in Macon-Bibb County before, during and after activation of the ECC.

When activated, ESF 2 Technology & Communications performs tasks that can be categorized within three primary functions. These functions may include, but are not limited to, Tactical Communications, Infrastructure Restoration, and Communications

Planning.

**The Tactical Communications function includes the following activities:**

1. Identifying emergency communication requirements for incidents based on existing plans and information provided immediately prior to or during incidents.
2. Identifying available emergency communications frequencies, services and equipment based on existing plans and resource database(s).
3. Distributing available emergency communication equipment to incident personnel pre- deployment in existence with existing plans; with potentially limited distribution outside existing plans and/or post-event.

**The Infrastructure Restoration function includes the following activities:**

1. Coordination with private industry partners to restore the commercial communications infrastructure.
2. Synchronizing efforts between private sector communication service providers and response and recovery operations.
3. Assist with coordinating access, security, and staging for essential communication service providers' crews and equipment.
4. Reporting status of outages and restoration efforts to the Emergency Coordination Center as provided by communication service providers.

**The Communications Planning function includes the following activities:**

1. Pre-event communications planning.
2. Developing communications input to the Incident Action Plan during an event.
3. Gathering and consolidating data for situational reporting during an event.

## **2.2 ESF Responsibilities**

### **2.2.1 General**

1. Maintain liaison with the County ECC.
2. Coordinate emergency information for public release through ESF 15 Public Affairs.
3. Participate in planning meetings and exercises.
4. Ensure that all team members or support agencies maintain appropriate records of costs incurred during the event.

### **2.2.2 Pre-Event Phase**

1. Maintain normal day-to-day operations.
2. Develop plans and procedures to implement this plan and to notify staff of an emergency.
3. Develop a plan for manpower to sustain operations for multiple operation periods.
4. Identify, train and assign personnel to operate alerting and warning equipment.

5. Establish warning systems for critical facilities.
6. Develop procedures for warning hearing-impaired, non-English speaking and special needs populations.
7. Develop, maintain, and coordinate frequency management plans, including talk groups and trunked radio for use in disaster areas, utilized for communication with state, local, federal, and mutual aid organizations.
8. Develop and maintain back-up or alternate communications systems for use in the event of failure of the primary systems, including coordinating the acquisition and deployment of communications equipment, personnel, and resources.
9. Develop criteria to prioritize the deployment of services based on available resources and critical needs.
10. Maintain liaison with all departments/agencies having a warning capability.
11. Conduct communications checks with the different agencies to ensure the communications links are still operable.
12. Participate in tests and exercises to evaluate the county emergency response capability and test equipment and personnel knowledge quarterly or on a need basis.
13. IT will develop, implement, and maintain up to date county-wide cybersecurity plan.

### **2.2.3 Response Phase**

1. Notify departments/agencies and key personnel on the emergency notification list and local warning points of the emergency and provide all information and directions if possible. Any cybersecurity attacks will be reported and notified according to the cybersecurity plan.
2. Alert warning service personnel to report to duty.
3. Warn critical facilities.
4. Provide a system for designated officials to communicate with the public including people with special needs, such as hearing impairments and non-English speaking.
5. Conduct communications needs assessment (to include determining status of all communications systems), prioritize requirements, and make recommendations to deploy equipment and personnel to affected areas, as required.
6. Identify and monitor actual actions of commercial telecommunications companies to restore services.
7. Implement frequency management plan in the disaster area, including talk groups and trunked radio, as required.
8. Maintain constant two-way communication with all appropriate emergency operating services of county and municipal governments.
9. Coordinate communications with response operations, shelters, lodging, and food facilities.
10. Continue to maintain liaison with all departments/agencies having a warning

capability.

11. Provide capability for responsible officials to receive emergency information and communicate decisions.
12. Document matters that may be needed for inclusion in agency or state/federal briefings, situation reports and action plans.

#### **2.2.4 Recovery Phase**

1. Arrange for alternate communications systems to replace systems that are inoperable due to damage from disasters.
2. Gather communications damage assessment information from public and private organizations (including telephone outages).
3. Continue to provide a warning service as required until the situation returns to normal.
4. Make communications channels available to provide appropriate information to the public concerning safety and resources required for disaster recovery.
5. Maintain or restore contact with all appropriate emergency operations services of county government.
6. Assess the need for and obtain telecommunications industry support as needed.
7. Prioritize the deployment of services based on available resources and critical needs.
8. Maintain records of expenditures and document resources utilized during recovery.

#### **2.2.5 Plan Activation**

When ESF 2 Technology & Communications is made aware of a threat or incident requiring the activation of this Annex, they will contact the Emergency Coordination Center with all pertinent information.

When activated, the Macon-Bibb County Information Technology Department, with assistance from supporting departments and agencies, assesses and responds to requests for assistance with management, maintenance, planning and technical support of infrastructure and networks.

During activation, the ESF 2 Technology & Communications Coordinator serves as the point of contact for requests for ESF 2 Technology & Communications related assistance received by the County ECC. The ESF 2 Technology & Communications Coordinator then ensures mission assignment completion through direct support or by delegation to the appropriate support agency.

### **3.0 Organization and Assignment of Responsibilities**

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The ESF 2 Technology & Communications Coordinator is the Macon-Bibb County Information Technology Director.

Within the County ECC, the ESF 2 Technology & Communications Coordinator will



serve a dual role as the ESF 2 Technology & Communications Coordinator and the Primary Agency Emergency Coordinator for governmental and private partner communications operations.

### **3.1 ESF Coordinator**

ESF 2 Technology & Communications will ensure the following:

- Designate Primary and Alternate Emergency Coordinators. The designees shall represent the agency in an emergency or disaster and provide operational support in the ECC when requested.
- Sustain operational readiness through regular contact with primary and support agencies.
- Lead planning meetings and participate in exercises.
- Develop Standard Operational Guidelines (SOG) to support emergency and disaster operations.
- Develop, maintain, and distribute this Annex.
- Coordinate with Georgia Emergency Management/Homeland Security Agency (GEMA/HS)
- for training of staff that support ESF 2 Technology & Communications.
- Coordinate operational support for ESF 2 Technology & Communications support agencies.
- Monitor the communications infrastructure and act as the principle source of information for threats or incidents to the infrastructure.
- Identify, procure, prioritize, and track communications resources that are requested to support or are utilized for emergency or disaster operations.
- Conduct impact assessments within affected areas.

### **3.2 Primary and Support Agency Assignment of Responsibilities**

- Plans and coordinates preparedness, response, recovery, and mitigation activities pertaining to Communications.
- Conducts ongoing ESF 2 Technology & Communications meetings and/or conference calls.
- Supports and participates in planning meetings and exercises relating to ESF 2 Technology & Communications.
- Maintains ongoing contact with ESF 2 Technology & Communications primary and support agencies.
- Acts as a liaison between ESF 2 Technology & Communications and external entities.

- Directs requests for assistance to the appropriate ESF 2 Technology & Communications support agencies.
- Directs unmet requests for assistance to ESF 5 Planning & Analysis.
- Provides information on the status, threats, impacts, or restoration of the communications infrastructure or services in conjunction with ESF 3 Public Works, ESF 5 Planning & Analysis, ESF 7 Logistics, ESF 12 Utilities, ESF 13 Law Enforcement, and GEMA/HS critical infrastructure protection program personnel.
- Provides updates on the status of ESF 2 Technology & Communications mission assignments to ESF 5 Planning & Analysis, the Planning Section Chief, and other entities external to ESF 2 Technology & Communications.
- Generates information to be used in briefings, situation reports, and incident action plans when the State Operations Center (SOC) is activated.

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

ESF 2 Technology & Communications will report all activities to the ESF 5 Planning & Analysis for inclusion in the development of incident action plans and situational reports. All public information reports regarding ESF 2 Technology & Communications activity will be coordinated with ESF 15 Public Affairs.

In addition to the ECC, ESF 2 Technology & Communications may provide personnel to field operations established in Macon-Bibb County, including but not limited to: Joint Field Offices (JFO), Joint Information Centers (JIC), Disaster Recovery Centers and any other incident facility established to meet operational demands for each particular incident requiring the activation of the EOP.

### **4.2 Communications**

ESF 5 Planning & Analysis will provide planning assistance to all ESFs listed in the EOP. All ESFs will strive to develop operationally ready SOGs for inclusion in the EOP. ESF 2 Technology & Communications will meet as necessary to develop, review and refine SOGs that discuss specific operational processes and procedures.

### **4.3 Administration, Finance, and Logistics**

In conjunction with ESF 7 Logistics, ESF 2 Technology & Communications will develop, review, refine and maintain lists of all resources currently available and under the control of the primary or support agencies listed in this plan. The development of these lists may be completed by several organizations and professional groups, which currently operate within this ESF. These resource lists should be compliant with the resource typing standards outlined in the National Incident Management System (NIMS).

Resource requirements will be primarily determined by Incident Commanders, working with the Emergency Coordination Center. Resource requests flow from the Incident

Commander to the ECC and may be forwarded to the State Operations Center (or through the GEMAHS Field Coordinator) as required. Existing local resources, intrastate mutual aid, donations, Volunteer Organizations Active in Disasters and Non-Governmental Organizations (NGO) provide the initial source of personnel, vehicles, equipment, supplies and services to fulfill resource requests.

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required and when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan.



# **Macon-Bibb County**

## **Emergency Operations Plan (EOP)**

### **ESF 3 Annex**

### **Public Works**



**June 2024**



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## ESF Coordinator and Support Agencies

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### ESF Coordinator

Macon-Bibb County Public Works  
Director

### Primary Agency

Macon-Bibb County Public Works  
Department

### Support Agencies

Macon-Bibb County Parks and Beautification  
Department

Macon Water Authority

Macon-Bibb County Engineering Department

## **1.0 Introduction**

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### **1.1 Purpose**

1. To provide for the coordination and use of all county, public, private, and volunteer Public Works and engineering resources within Macon-Bibb County during an emergency or a disaster situation.
2. To establish policy, procedures, and priorities for the control and restoration of transportation infrastructure, dams, water resources, and sewer facilities and to provide for coordinating immediate and continued engineering resources, construction management, emergency contracting, and expertise following a disaster.
3. To provide an accurate assessment of damages, losses, and expenditures resulting from an emergency in order to determine the need for mutual aid, state and/or federal assistance and to conduct safety evaluations to protect public health and welfare.

### **1.2 Scope**

ESF 3 Public Works operations encompasses a wide array of responsibilities which include coordinating restoration of essential services such as dams, public roads, and essential public buildings. ESF 3 will assist ESF 12 Utilities in other essential services, such as safe water and sewer systems and electricity. The Public Works Department assumes primary responsibility for the coordination of governmental and private partner public works resources.

## **2.0 Concept of Operations**

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### **2.1 General Concept**

During an emergency or disaster, the ESF 3 Public Works Coordinator will serve as the principle point of contact for operations associated with ESF 3 Public Works. The ESF Coordinator will oversee all ESF 3 Public Works operations and report to the Emergency Management Agency (EMA). If a disaster warrants Emergency Coordination Center (ECC) activation, some, or all of ESF 3 Public Works personnel may be activated. The scope, scale, and magnitude of the threat/incident will dictate which support agencies that will be requested for ESF 3 Public Works operations in the ECC.

The ESF 3 Public Works Coordinator has the overall responsibility for mission assignments and coordination of the available engineering and construction resources within the county.

State resources used in support of this plan will be committed on a mission type basis, when requested in accordance with the Georgia Emergency Operations Plan.

The ESF 3 Public Works Coordinator will coordinate with all supporting and other appropriate departments/agencies and organizations to ensure continual operational readiness during emergencies.

Public Works refers to ESF 12 Utilities, those engineering and procurement activities required to provide or restore: emergency power supplies for critical facilities; water and sewer services, including emergency supply of potable water, temporary restoration of water supply and sewer systems, and providing water for firefighting. Public Works will assist as needed.

Public Works and Engineering activities include, but are not limited to, technical expertise regarding the structural safety of damaged buildings, bridges, and highways; restoration of transportation infrastructure; assistance of emergency repairs to public facilities and emergency ice, snow, and debris removal; appropriate construction services (i.e. electrical, road infrastructure, soils, etc.), and emergency demolition or stabilization of damaged structures and facilities designated as hazards to public health and safety.

## **2.2 ESF Responsibilities**

### **2.2.1 General**

1. Maintain liaison with the County ECC.
2. Coordinate emergency information for public release through ESF 15 Public Affairs.
3. Participate in planning meetings and exercises.
4. Ensure that all team members or support agencies maintain appropriate records of costs incurred during the event.
5. Ensure all ESF 3 personnel integrate NIMS and ICS principles in all phases of emergency management.

### **2.2.2 Pre-Event Phase**

1. Maintain normal day-to-day operations.
2. Develop plans and procedures to implement this plan and coordinate with each of the supporting departments.
3. Develop a plan for manpower to sustain operations for multiple operational periods.
4. Maintain a current inventory of equipment and supplies, to include points-of-contact and telephone numbers, required to sustain emergency operations, including emergency power generators.
5. Establish operational needs for restoration of public works service during the emergency.
6. Develop and maintain list of commercial and industrial suppliers of services and products, to include points-of-contact and telephone numbers, associated with public works and engineering functions.
7. Maintain formal agreements and/or working relationships with state and federal agencies having Public Works and Engineering responsibilities.
8. Coordinate with county, and state agencies in the development and maintenance of a priority restoration list on all essential/critical facilities and utilities.

9. In coordination with the Georgia Emergency Management and Homeland Security Agency (GEMA/HS), develop and participate in training and periodic test exercises.
10. Identify and locate damage assessment teams and other engineer teams and plan for deployment to support ESF 17 Damage Assessment.

### **2.2.3 Response Phase**

1. Upon notification from the Macon-Bibb County Emergency Management Agency (EMA), activate ESF 3.
2. Evaluate available information concerning the nature and extent of the disaster situation and establish a program based on priority lists, for the restoration of essential facilities and utilities.
3. Evaluate status of current resources to support ESF 3 operations.
4. Identify public works and engineering requirements as soon as possible.
5. Establish priorities to clear roadways.
6. Procure equipment, specialized labor, and transportation to repair or restore public works systems.
7. Coordinate with ESF 6 Mass Care for shelter support requirements.
8. Coordinate with ESF 8 Public Health & Medical and ESF 11 Agriculture for advice and assistance regarding disposal of debris containing or consisting of animal carcasses.
9. Coordinate with ESF 10 HAZMAT for advice and assistance regarding disposal of hazardous materials.
10. Coordinate with ESF 4 Firefighting and ESF 12 Utilities to assist in firefighting water supply needs.
11. Coordinate with ESF 12 Utilities to assist in the repair of damaged water systems and the provision of temporary, alternate, or interim sources of emergency power and water services.
12. Support ESF 17 Damage Assessment as requested.

### **2.2.4 Recovery Phase**

1. Continue to direct Public Works and Engineering Service operations.
2. In coordination with the GEMA/HS, develop long-range recovery plans and establish a list of priority tasks that need to be accomplished.
3. Ensure that ESF 3 team members or their support agencies maintain appropriate records of costs incurred during the event.
4. Maintain coordination with all supporting agencies and organizations on operational priorities for emergency repair and restoration.
5. Continue to monitor restoration operations when and where needed as long as necessary and until all services have been restored.



6. Continue to assist ESF 17 Damage Assessment as needed.

### **3.0 Organization and Assignment of Responsibilities**

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The ESF 3 Public Works Coordinator is the Public Works Director or designee.

Within the County ECC, the ESF 3 Public Works Coordinator will serve a dual role as the ESF 3 Public Works Coordinator and the Primary Agency Emergency Coordinator for all Public Works operations.

#### **3.1 ESF Coordinator**

ESF 3 Public Works Coordinator will ensure the following:

- Designate Primary and Alternate Emergency Coordinators. The designees shall represent the agency in an emergency or disaster and provide operational support in the ECC when requested.
- Sustain operational readiness through regular contact with primary and support agencies.
- Lead planning meetings and participate in exercises.
- Develop Standard Operational Guidelines (SOGs) to support emergency and disaster operations.
- Develop, maintain, and distribute this Annex.
- Identifies and coordinates ESF staffing requirements appropriate to the emergency situation.
- Coordinate with EMA Director for training of staff that support ESF 3 Public Works.
- Coordinate operational support for ESF 3 Public Works support agencies.
- Monitor the public works infrastructure and act as the principal source of information for threats or incidents to the infrastructure.
- Identify, procure, prioritize, and track resources that are requested to support or are utilized for emergency or disaster operations.
- Conduct impact assessments within affected areas.
- Monitor restoration operations until services are restored.
- Provide public information and updates to ESF 15 Public Affairs.

#### **3.2 Primary and Support Agency Assignment of Responsibilities**

- Conducts regular ESF 3 Public Works meetings and conference calls.
- Maintains ongoing contact with ESF 3 Public Works primary and support agencies.
- Ensures that ESF 3 Public Works Primary and Support Emergency Coordinators maintain operational readiness by taking required training courses.

- Acts as a liaison between ESF 3 Public Works and ESF 15 Public Affairs.
- Directs requests for assistance to the appropriate ESF 3 Public Works support agencies.
- Directs unmet requests for assistance to ESF 5 Planning & Analysis.
- Offer technical assistance to Dam owners.
- Identifies supporting products and services such as casing, pipes, pumps, valves, generators, cables, staff, and transportation to facilitate industry response.
- Processes resource requests for mutual aid, state, and federal public works and engineering assistance by providing recommendations of assistance from support agencies and presenting the most feasible recommendations to the EMA Director for possible mission assignment.
- Removes or assists in the removal and disposal of debris, as appropriate, to provide emergency access to disaster areas or to assist in eliminating health and safety problems associated with debris.
- Provides, as necessary, technical expertise and personnel to save lives; protect health and safety; assist with clearance of debris in damaged areas; temporarily designate or construct access routes (roads, streets, bridges, ports, waterways, airfields and facilities) necessary for rescue personnel; provides technical assistance and evaluation for demolition of unsafe structures; provides engineering services, construction management and inspection services; and initiates emergency contracting as necessary.
- Maintains financial records on personnel, supplies, and other resources utilized, and expenditure reports for EMA Director, or designee.

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

ESF 3 Public Works will report all activities to the ESF 5 Planning & Analysis for inclusion in the development of incident action plans and situational reports. All public information reports regarding ESF 3 Public Works activity will be coordinated with ESF 15 Public Affairs.

In addition to the ECC, ESF 3 Public Works may provide personnel to field operations established in Macon-Bibb County including but not limited to: Joint Field Offices (JFO), Joint Information Centers (JIC), Disaster Recovery Centers and any other incident facility established to meet operational demands for each particular incident requiring the activation of the LEOP.

### **4.2 Communications**

The ESF 5 Planning & Analysis Section will provide planning assistance to all ESFs listed in the LEOP. All ESFs will strive to develop operationally ready SOGs for inclusion in the LEOP. ESF 3 Public Works will meet as necessary to develop, review and refine

SOGs that discuss specific operational processes and procedures.

### **4.3 Administration, Finance, and Logistics**

In conjunction with ESF 7 Logistics, ESF 3 Public Works will develop, review, refine and maintain lists of all resources currently available and under the control of the primary or support agencies listed in this plan. The development of these lists may be completed by several organizations and professional groups, which currently operate within this ESF. These resource lists should be compliant with the resource typing standards outlined in the National Incident Management System (NIMS).

Resource requirements will be primarily determined by Incident Commanders, working with the Emergency Coordination Center. Resource requests flow from the Incident Commander to the ECC and may be forwarded to the State Operations Center (or through the GEMA/HS Field Coordinator) as required. Existing local resources, intrastate mutual aid, donations, Voluntary Organizations Active in Disasters (VOAD) and Non-Governmental Organizations (NGOs) provide the initial source of personnel, vehicles, equipment, supplies, and services to fulfill resource requests.

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required and when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan.



## **Macon-Bibb County**

# **Emergency Operations Plan (EOP)**

## **ESF 4 Annex**

### **Firefighting**



June 2024



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## ESF Coordinator and Support Agencies

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### ESF Coordinator

Macon-Bibb County Fire Chief

### Support Agencies

Georgia Forestry Commission

American Red Cross

### Primary Agency

Macon-Bibb County Fire Department

## 1.0 Introduction

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### 1.1 Purpose

1. To provide for the coordination and use of all county firefighting resources within Macon-Bibb County during an emergency or a disaster situation.
2. To provide for the application of equipment, manpower and technical expertise to control and suppress urban, rural, and wildland fires and other assignments. Provisions of such services will be in accordance with the mutual aid compact agreements with the state, private industry, other counties, and established recognized standard firefighting methods.
3. To provide a well-organized and equipped firefighting organization for fire suppression, and if required, provide radiological monitoring and decontamination as well as search and rescue operations during a disaster situation.
4. To coordinate and mobilize fire and emergency services resources, personnel and equipment; and coordinate other county resources to support Macon-Bibb County with these resources to suppress urban, rural, wildland fires, and other fire protection issues.

### 1.2 Scope

ESF 4 Firefighting operations encompasses rural, wildland, and urban firefighting operations in an emergency or a disaster. The Macon-Bibb County Fire Department assumes primary responsibility for the coordination of these resources. ESF 9 Search and Rescue and ESF10 Hazardous Materials, will be collocated with ESF 4 and are integral components of the function of ESF 4. In preparation for and execution of its fire protection mission.

## 2.0 Concept of Operations

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### 2.1 General Concept

During an emergency or disaster, the ESF 4 Firefighting Coordinator will serve as the principle point of contact for operations associated with ESF 4 Firefighting. The ESF Coordinator will oversee all ESF 4 Firefighting operations and report to the Emergency Management Agency (EMA). If a disaster warrants a Emergency Coordination Center (ECC) activation, some or all of ESF 4 Firefighting personnel may be activated. The scope, scale, and magnitude of the threat/incident will dictate which support agencies that will be requested for operations in the ECC.

ESF 4 Firefighting will maintain radiological monitoring and decontamination capability and provide decision making advice on the hazards associated with hazardous materials.

## **2.2 ESF Responsibilities**

### **2.2.1 General**

1. Maintain liaison with the County ECC.
2. Coordinate emergency information for public release through ESF 15 Public Affairs.
3. Participate in planning meetings and exercises.
4. Ensure that all team members or support agencies maintain appropriate records of costs incurred during the event.

### **2.2.2 Pre-Event Phase**

1. Maintain normal day-to-day operations.
2. Develop a plan for manpower to sustain operations for multiple operational periods.
3. In coordination with the EMA, develop plans and procedures, organize personnel, and maintain a readiness posture.
4. Develop procedures to implement this plan.
5. Identify, train, and assign personnel with firefighting functions.
6. Maintain agreements and working relationships with supporting agencies/departments.
7. Establish recognition and identification training of signs of mental health trauma.
8. Develop and maintain a fire service resource list to include personnel and equipment.
9. Develop Search and Rescue procedures for fire service personnel in support of a search and rescue incident.
10. Conduct fire prevention and education activities for the public.

### **2.2.3 Response Phase**

1. Activate the ESF upon the request of the EMA Director or designee.
2. Determine needs for disaster victims.
3. Assist in search and rescue duties as necessary and other areas when feasible.
4. Support the county and the Georgia Forestry Commission with appropriate resources to include mobilizing and deploying firefighting teams and resources as needed.
5. Monitor status of firefighting resources committed to an incident.
6. Plan for and establish relief resources to replace or rotate with command resources for extended operations.
7. Establish communications with the Georgia ESF 4 at the State Operations Center (SOC) through the ECC to coordinate fire service response beyond the capability of Macon-Bibb County and established mutual aid agreements.
8. Support fire investigations and inspections and coordinate with ESF 13 Law Enforcement.

9. Establish protocols for assessing and treating physical and mental health trauma for all responders.
10. Require all agencies to maintain appropriate records of costs incurred and hours worked during an event.
11. Document any lost or damaged equipment and any personnel or equipment accidents.

#### **2.2.4 Recovery Phase**

1. Continue to provide firefighting capabilities within affected areas until conditions return to normal.
2. Plan for demolilization.
3. Conduct reviews of incident actions with teams involved to improve future operations.
4. Inventory any lost or damaged equipment and record any personnel injuries or equipment accidents.
5. Develop After Action Review to identify needed mitigation activities.
6. Support requests and directives from the state concerning mitigation and/or re-development activities.
7. Document matters that may be needed for inclusion in agency or state/federal briefings, situation reports and after-action plans.
8. Maintain and build relationships and communication with partnering agencies and organizations.
9. Assess and identify resources and equipment needs that are beneficial to mitigation efforts.
10. Maintain and update county fire and building codes and fire prevention policies as needed.

#### **2.2.5 Plan Activation**

When the ESF 4 Firefighting Primary Agency or a support agency is made aware of a threat or incident requiring the activation of this Annex, they will contact the Emergency Coordination Center with all pertinent information.

When activated, the Macon-Bibb County Fire Department with assistance from supporting departments and agencies, assesses and responds to requests for assistance with management, maintenance, planning and technical support of firefighting operations.

During activation, the ESF 4 Firefighting Coordinator serves as the point of contact for requests for ESF 4 Firefighting-related assistance that's received by the County ECC. The ESF 4 Firefighting Coordinator then ensures mission assignment completion through direct support or by delegation to the appropriate support agency.



## **3.0 Organization and Assignment of Responsibilities**

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The ESF 4 Firefighting Coordinator is the Macon-Bibb County Fire Chief.

Within the County ECC, the ESF 4 Firefighting Coordinator will serve a dual role as the ESF 4 Firefighting Coordinator and the Primary Agency Emergency Coordinator for all rural and urban firefighting operations.

### **3.1 ESF Coordinator**

ESF 4 Coordinator will ensure the following:

- Designate Primary and Alternate Emergency Coordinators. The designees shall represent the agency in an emergency or disaster and provide operational support in the ECC when requested.
- Sustain operational readiness through regular contact with primary and support agencies.
- Coordinates all planning, preparedness, response and recovery activities regarding firefighting and prevention.
- Lead planning meetings and participate in exercises.
- Develop Standard Operating Guides (SOGs) to support emergency and disaster operations.
- Develop, maintain, and distribute this Annex.
- Coordinate with EMA Director, or designee, for training of staff that support ESF 4 Firefighting.
- Coordinate operational support for ESF 4 Firefighting support agencies.
- Identify, procure, prioritize, and track firefighting resources that are requested to support or are utilized for emergency or disaster operations.
- Provides updates on the status of ESF 4 Firefighting mission assignments to ESF 5 Planning & Analysis, and other entities external to ESF 4 Firefighting.
- Coordinate with ESF 7 Logistics in the provision of firefighting resources to impacted areas.
- Acts as a liaison between ESF 4 Firefighting and ESF 15 Public Affairs.
- Generates information to be used in briefings, situation reports, and incident action plans.

### **3.2 Primary Agency Assignment of Responsibilities**

- Prepares Firefighting Plans and coordinates preparedness, response, recovery, and mitigation activities.
- Conducts regular ESF 4 Firefighting meetings and conference calls.
- Maintains ongoing contact with ESF 4 Firefighting primary and support agencies.

- Ensures that ESF 4 Firefighting Primary and Support Emergency Coordinators maintain operational readiness by taking required training courses.
- Directs requests for assistance to the appropriate ESF 4 Firefighting support agencies.
- Directs unmet requests for assistance to ESF 5 Planning & Analysis.
- Establish policies and procedures to assess, prevent, and treat mental health trauma.

### **3.3 Support Agency Assignment of Responsibilities**

#### **Georgia Forestry Commission**

- Georgia Forestry Commission is charged with providing state resources for wildland fires. Provide air-assets for damage and current scene assessment of disaster conditions.

#### **American Red Cross**

- Provide canteen services and rehab services to responders.

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

ESF 4 Firefighting will report all activities to the ESF 5 Planning & Analysis for inclusion in the development of incident action plans and situational reports. All public information reports regarding ESF 4 Firefighting activity will be coordinated with ESF 15 Public Affairs.

In addition to the ECC, ESF 4 Firefighting may provide personnel to field operations established in Macon-Bibb County, including but not limited to: Joint Field Offices (JFO), Joint Information Centers (JIC), Disaster Recovery Centers and any other incident facility established to meet operational demands for each particular incident requiring the activation of the LEOP.

### **4.2 Communications**

The ESF 5 Planning & Analysis Planning Section will provide planning assistance to all ESFs listed in the LEOP. All ESFs will strive to develop operationally ready SOGs for inclusion in the LEOP. ESF 4 Firefighting will meet as necessary to develop, review and refine SOGs that discuss specific operational processes and procedures.

### **4.3 Administration, Finance, and Logistics**

In conjunction with ESF 7 Logistics, ESF 4 Firefighting will develop, review, refine and maintain lists of all resources currently available and under the control of the primary or support agencies listed in this plan. The development of these lists may be completed by several organizations and professional groups, which currently operate within this ESF. These resource lists should be compliant with the resource typing standards

outlined in the National Incident Management System (NIMS).

Resource requirements will be primarily determined by Incident Commanders, working with the Emergency Coordination Center. Resource requests flow from the Incident Commander to the ECC, and may be forwarded to the State Operations Center (or through the Georgia Emergency Management and Homeland Security Agency Field Coordinator) as required. Existing local resources, intrastate mutual aid, donations, Voluntary Organizations Active in Disasters and Non-Governmental Organizations (NGO) provide the initial source of personnel, vehicles, equipment, supplies and services to fulfill resource requests.

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required and when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan.



# **Macon-Bibb County**

## **Emergency Operations Plan (EOP)**

### **ESF 5 Annex**

### **Planning and Analysis**



**June 2024**



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## ESF Coordinator and Support Agencies

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### ESF Coordinator

Middle Georgia Regional Commission  
Executive Director

### Support Agencies

Macon-Bibb County Emergency  
Management Agency

### Primary Agency

Middle Georgia Regional Commission

## **1.0 Introduction**

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### **1.1 Purpose**

1. To collect, process, and disseminate essential information about an actual or potential disaster situation and provide briefings, displays, and plans to Emergency Coordination Center (ECC) staff.
2. To make appropriate notifications and interface with state and federal entities.
3. To provide a well-organized consolidated key information into displays, reports, maps, charts, status boards, and computer bulletin boards or email; describe and document overall response activities and inform appropriate authorities of the status of the response operations.
4. To assist Macon-Bibb Emergency Management Agency (EMA) in established protocol to request additional state or federal assistance under the Stafford Act; communication made through the county emergency management director and Georgia Emergency Management and Homeland Security Agency (GEMA/HS) based on need and scope of the emergency.

### **1.2 Scope**

ESF 5 Planning & Analysis operations coordinate the overall information and planning activities from the ECC in support of response and recovery operations. The ESF assimilates incident information when the ECC is activated in an emergency or a disaster. The Middle Georgia Regional Commission assumes primary responsibility for the coordination of all planning and information analysis operations.

## **2.0 Concept of Operations**

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### **2.1 General Concept**

During an emergency or disaster, the ESF 5 Planning & Analysis Coordinator will serve as the principle point of contact for operations associated with ESF 5 Planning & Analysis. The ESF Coordinator will oversee all ESF 5 Planning & Analysis operations and reports to the EMA. If a disaster warrants ECC activation, some or all ESF 5 Planning & Analysis personnel may be activated. The scope, scale, and magnitude of the threat/incident will dictate which support agencies that will be requested for support of ESF 5 Planning & Analysis activities in the ECC.

### **2.2 ESF Responsibilities**

#### **2.2.1 General**

1. Maintain liaison with the County ECC.
2. Coordinate emergency information for public release through ESF 15 Public Affairs.
3. Participate in planning meetings, training, and exercises.

4. Ensure that all team members or support agencies maintain appropriate records of costs incurred during the event.
5. Ensure all ESF 5 personnel are trained and integrate, when necessary, NIMS and ICS principles in all initiatives and activities.

### **2.2.2 Pre-Event Phase**

1. Maintain normal day-to-day operations.
2. Develop a plan for manpower to sustain operations for multiple operational periods.
3. In coordination with the EMA, develop plans and procedures, organize personnel, and maintain a readiness posture.
4. Lead/Assist all ESFs in information gathering and reporting to include procedures for Situation Report (SITREP) format and submission.
5. Develop information displays within the ECC.
6. Compile weather information to have available for use in the SITREP.

### **2.2.3 Response Phase**

1. Activate the ESF 5 Planning & Analysis upon the request of the EMA Director or designee.
2. Deploy personnel to the ECC upon request of the EMA Director or designee.
3. Notify all ESF 5 primary and supporting personnel upon activation of the ECC.
4. Assign duties to support agency personnel and provide training, as required.
5. Coordinate ECC effort in collecting, processing, reporting, and displaying essential information to include the development of the SITREP.
6. Conduct planning to identify priorities, develop approaches, and devise recommended solutions for future response operations.
7. Assist EMA in compiling weather information and briefings to the ECC and others, as required.
8. Plan for support of mobilization sites, staging areas, and distribution points, as required.
9. Coordinate the reception of state and federal personnel.
10. Plan for transition to Joint Field Office (JFO) and recovery operations.

### **2.2.4 Recovery Phase**

1. Collect and process information concerning recovery activities to include anticipating types of recovery information the ECC and other government agencies will require.
2. Assist in the transition of direction and control from the ECC to the JFO.
3. Anticipate and plan for the support and establishment of staging areas, distribution sites in coordination with ESF 7 Logistics, and other local, state, and/or federal emergency work teams and activities in the impacted area.

4. Operate ESF 5 positions in the ECC, Incident Command, and JFO, as required.
5. Assist Macon-Bibb EMA in performing ESF 14 Recovery planning functions in the ECC until ESF 14 Recovery is established at the JFO.
6. Support requests and directives from the state concerning mitigation and/or re-development activities.
7. Document matters that may be needed for inclusion in agency or state/federal briefings, situation reports, and after-action plans.

### **2.2.5 Plan Activation**

When the Middle Georgia Regional Commission or a support agency is made aware of a threat or incident requiring the activation of this Annex, they will contact the Emergency Coordination Center with all pertinent information.

When activated, the Middle Georgia Regional Commission with assistance from supporting departments and agencies, assesses and responds to requests for assistance with management, maintenance, planning and technical support of transportation infrastructure and networks.

During activation, the ESF 5 Planning & Analysis Coordinator serves as the point of contact for requests for ESF 5 Planning & Analysis - related assistance that's received by the County ECC. The ESF 5 Planning & Analysis Coordinator then ensures mission assignment completion through direct support or by delegation to the appropriate support agency.

## **3.0 Organization and Assignment of Responsibilities**

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The ESF 5 Planning & Analysis Coordinator is the Middle Georgia Regional Commission Executive Director.

Within the County ECC, the ESF 5 Planning & Analysis Coordinator will serve a dual role as the ESF 5 Planning & Analysis Coordinator and the Primary Agency Emergency Coordinator for maritime and ground-based planning and analysis operations and duties.

### **3.1 ESF Coordinator**

ESF 5 Planning & Analysis Coordinator will ensure the following:

- Designate Primary and Alternate Emergency Coordinators. The designees shall represent the agency in an emergency or disaster and provide operational support in the ECC when requested.
- Sustain operational readiness through regular contact with primary and support agencies.
- Lead planning meetings and participate in exercises.
- Develop Standard Operating Guides (SOGs) to support emergency and disaster operations.



- Develop, maintain, and distribute this Annex.
- Coordinate with EMA Director, or designee, for training of staff that support ESF 5 Planning & Analysis.
- Coordinate operational support for ESF 5 Planning and Analysis support agencies.
- Ensure that planning and analysis functions are carried out according to the Local Emergency Operations Plan (LEOP) during disaster situations.
- To coordinate the flow of information and facilitate planning in support of response and recovery operations.

### **3.2 Primary Agency Assignment of Responsibilities**

- Using WebEOC, ESF 5 will coordinate operations and provide situational reports to the State Operations Center (SOC).
- Anticipate and plan for the support of staging areas, distribution sites, opening of shelters (to include neighboring jurisdictions), in conjunction with ESF 6 Mass Care and ESF 8 Public Health & Medical.
- Work with ESF 6 Mass Care and ESF 8 Public Health & Medical to provide support for movement of people, including individuals with special needs, through coordination with appropriate agencies/organizations.
- Assist ESF 17 Damage Assessment in the assignment of damage assessment teams to survey impact to county.
- Working with ESF 17 Damage Assessment, compile initial damage assessments reports using Crisis Track to forward to the SOC.
- Assist in coordination of state damage assessment activities.
- Maintain records of expenditures and document resources utilized during response and recovery.
- Collect and process information regarding recovery activities to include anticipating types of recovery information the ECC, state, and federal agencies will require.
- Coordinate and/or participate in briefings, conference calls, etc. to maintain and provide situational awareness.
- Provide updated information for ESF 15 Public Affairs to distribute to the public and media.

### **3.3 Support Agency Assignment of Responsibilities**

#### **Macon-Bibb County Emergency Management Agency**

- Will fulfill all duties of the Primary Agency when the Middle Georgia Regional Commission has not or cannot activate.

- Provide support and guidance to the Primary Agency as needed.

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

The ESF 5 Planning & Analysis will gather information from all ESFs for inclusion in the development of incident action plans and situational reports. All public information reports will be coordinated with ESF 15 Public Affairs.

In addition to the ECC, ESF 5 Planning & Analysis may provide personnel to field operations established in Macon-Bibb County, including but not limited to: Joint Field Offices (JFO), Joint Information Centers (JIC), Disaster Recovery Centers and any other incident facility established to meet operational demands for each particular incident requiring the activation of the LEOP.

### **4.2 Communications**

The ESF 5 Planning & Analysis will provide planning assistance to all ESFs listed in the LEOP. All ESFs will strive to develop operationally ready SOGs for inclusion in the LEOP. ESF 5 Planning & Analysis will meet as necessary to develop, review and refine SOGs that discuss specific operational processes and procedures.

### **4.3 Administration, Finance, and Logistics**

In conjunction with all other ESFs, ESF 5 Planning & Analysis will support the implementation of mutual aid agreements, coordinate with agencies to establish evacuation procedures, plan for and coordinate the basic needs of emergency medical and social services required during and after evacuation, identify staging areas for personnel and equipment, establish and maintain procedures for agencies, organizations, and the Macon-Bibb County government to maintain expenditures and identify Points of Distribution (POD) locations in the county to serve the public.

Resource requirements will be primarily determined by Incident Commanders, working with the Emergency Coordination Center. Resource requests flow from the Incident Commander to the ECC and may be forwarded to the State Operations Center (or through the GEMA/HS Field Coordinator) as required. Existing local resources, intrastate mutual aid, donations, Voluntary Organizations Active in Disasters (VOAD) and Non-Governmental Organizations (NGO) provide the initial source of personnel, vehicles, equipment, supplies and services to fulfill resource requests.

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required and when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan.



# **Macon-Bibb County**

## **Emergency Operations Plan (EOP)**

### **ESF 6 Annex**

### **Mass Care**



**June 2024**

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## ESF Coordinator and Support Agencies

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### ESF Coordinator

American Red Cross Disaster Program  
Manager

### Primary Agency

American Red Cross

### Support Agencies

Department of Family and Children Services  
Macon-Bibb County Recreation  
Macon-Bibb County Health Department  
North Central Health District  
Bibb County Sheriff's Office Animal Services  
Macon-Bibb County Cooperative Extension  
Georgia Department of Agriculture  
Georgia State Defense Force



## 1.0 Introduction

---

### 1.1 Purpose

To coordinate activities involved with the emergency provision of shelters, housing, and human services to include emergency mass feeding and disaster welfare information of individuals, families, and animals impacted by a local disaster or emergency affecting the residents of Macon-Bibb County or immediate contiguous jurisdictions.

### 1.2 Scope

ESF 6 Mass Care is structured to promote the delivery of services and the implementation of programs to assist individuals, households, families, animals, and responders impacted by potential or actual disaster or emergency. This includes but is not limited to:

1. Coordination of all sheltering activities during a disaster.
2. Coordination with ESF 8 Public Health & Medical and ESF 4 Firefighting to establish and verify the safety of sheltering facilities within the county.
3. Coordination of relief efforts provided by volunteer organizations performing mass care functions.
4. Coordinating the establishment of a system to provide shelter data to appropriate authorities.
5. Working with ESF 8 Public Health & Medical to coordinate provision of medical support exceeding that required for standard first aid, for the prevention of communicable diseases, to include epidemiological and environmental health activities, as related to sheltering and feeding disaster victims.
6. Coordinate with ESF 3 Public Works and ESF 12 Utilities to ensure each shelter has power generation capabilities.
7. Coordinate with ESF 13 Law Enforcement to provide security at shelters and feeding sites.
8. For coastal evacuation sheltering operations see the Macon-Bibb Chatham Coordinated Shelter Plan Annex.
9. For sheltering in pandemic environments see the Hurricane and Sheltering Plan in a Pandemic Environment Annex.

## 2.0 Concept of Operations

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### 2.1 General Concept

During an emergency or disaster, the ESF 6 Mass Care Coordinator will serve as the principal point of contact for operations associated with ESF 6. The ESF Coordinator will oversee all ESF 6 Mass Care operations and report to the Emergency Management Agency (EMA). If a disaster warrants Emergency Coordination Center (ECC) activation,

some or all ESF 6 Mass Care agencies may be activated. The scope, scale, and magnitude of the threat/incident will dictate which support agencies that will be requested for operations in the ECC.

ESF 6 Mass Care will closely coordinate with partnering agencies to establish mass care shelters and provide for the needs of the disaster survivors.

All ESF 6 Mass Care agencies will coordinate with ESF 15 Public Affairs before sharing information about shelter operations on social or traditional media platforms. |

## **2.2 ESF Responsibilities**

### **2.2.1 General**

1. | Maintain liaison with the County ECC.
2. Coordinate mass care sheltering information for public release.
3. Participate in planning meetings and exercises.
4. Ensure that all team members and support agencies maintain appropriate records of costs incurred during the event.
5. Document matters that may be needed for inclusion in agency briefings, situation reports and action plans. |

### **2.2.2 Pre-Event Phase**

1. | Maintain normal day-to-day operations.
2. Develop a plan for staff to sustain operations for multiple operational periods.
3. In coordination with the EMA, develop plans, procedures, and templates, organize personnel, and maintain a readiness posture.
4. Develop and maintain Standard Operating Guidelines (SOGs) that include locations, needed resources, and organizational structure of shelter operations.
5. Create, maintain, and review annually Memorandums of Understanding/Agreement (MOU/MOA) with agencies to provide services or resources needed for disaster survivors.
6. Maintain and provide as listed in the National Shelter System (NSS) an annual updated list of shelters that contains relevant information and data to the Macon-Bibb County Emergency Management Agency, the Macon-Bibb County Health Department, and the Macon-Bibb County Fire Department (e.g., location, capacity, health inspection status, accessibility level, pet space, email addresses, contact telephone numbers, and pager numbers).
7. Request that the American Red Cross and DFACS assumes responsibility for securing shelter and train shelter workers, provide event-based volunteers, provide shelter management, operate shelters, and maintain shelter records.
8. Coordinate with the Macon-Bibb County Emergency Management Agency and ESF 2 Technology & Communications to establish a communication system between the ECC and shelters.

9. Coordinate with ESF 1 Transportation and ESF 8 Public Health & Medical to prepare for evacuation and care of medical needs and functional and access needs clients' during an emergency or disaster.
10. Organize, evaluate, and participate in training and exercises to evaluate mass care and shelter response capability.
11. Identify agencies and organizations with food preparation and distribution capabilities and coordinate MOUs with appropriate entities.
12. Develop plans and coordinate to provide food for all shelters.
13. Maintain procedures and responsibilities for food service, issuance, and distribution.
14. DFACS will establish a system for implementation of Expedited and/or Emergency Supplementary Nutrition Assistance Program (SNAP).
15. Develop a system for mobile and/or on-site feeding of shelter workers and shelter clients.
16. Organize, evaluate, and participate in training and exercises to evaluate food distribution and service response capability. |

### **2.2.3 Response Phase**

1. |Support opening and operating of mass care shelter(s).
2. Assist with the staffing of the mass care shelter(s), in coordination with ESF 8 Public Health & Medical and other applicable agencies, as formally requested upon opening.
3. Provide staffing support for the American Red Cross Services Centers and local Disaster Recovery Centers (DRCs), upon request.
4. Coordinate with ESF 15 Public Affairs to prepare media releases for dissemination of shelter location(s).
5. Coordinate facilities, resources, and personnel for animal care.
6. Coordinate resources and personnel to establish sites for food and water service distribution and issuance.
7. DFACS will implement the Expedited and/or Emergency SNAP in coordination with the Macon-Bibb County Emergency Management Agency Director, during a federal declaration.
8. Maintain records of expenditures and document resources utilized during recovery, as well as personnel work hours. |

### **2.2.4 Recovery Phase**

1. |Ensure evacuation and care of medical needs and functional and access needs clients' and arranging for re-entry with ESF 1 Transportation, as needed.
2. Work with partners to provide long-term housing solutions for those unable to return to their previous living arrangements.
3. Work with ESF 8 Public Health & Medical and the Macon Water Authority to monitor food and/or water for contamination and issuance of health-related public service

announcements, as necessary.

4. Coordinate the reunification of animals with their owners.
5. Working with the ECC and other ESF partners to demobilize shelters.
6. Continue the provision of food and/or water throughout reentry and recovery.
7. Maintain records of expenditures and document resources utilized during recovery.

### **2.2.5 Plan Activation**

When EMA or another public safety agency is made aware of a threat or incident requiring the activation of this Annex, they will contact EMA, the Emergency Coordination Center, and/or the American Red Cross with all pertinent information.

When activated, the American Red Cross, with assistance from supporting agencies, assesses and responds to requests for sheltering.

During activation, the ESF 6 Mass Care Coordinator serves as the point of contact for requests for ESF 6-related assistance that are received by the County ECC. The ESF 6 Mass Care Coordinator then ensures mission assignment completion through direct support or by delegation to the appropriate support agency.

## **3.0 Organization and Assignment of Responsibilities**

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The ESF 6 Mass Care Coordinator is the American Red Cross Disaster Program Manager.

Within the County ECC, the ESF 6 Coordinator will serve a dual role as the ESF 6 Coordinator and the Primary Agency Emergency Coordinator for Mass Care operations.

### **3.1 ESF Coordinator**

ESF 6 Mass Care Coordinator will ensure the following:

- Primary and support agencies/departments/partners will designate Primary and Alternate Emergency Coordinators. The designee shall represent the agency in an emergency or disaster and provide operational support in the ECC when requested.
- Sustain operational readiness through regular contact with primary and support agencies.
- Participate in planning meetings and exercises.
- Develop, maintain, and distribute this Annex.
- Coordinate with EMA Director, or designee, for training of staff that support ESF 6 Mass Care.
- Acts as a liaison between ESF 6 Mass Care and all other ESF partners.
- Coordinate operational support for ESF 6 Mass Care support agencies.
- Develop Standard Operating Guides (SOGs) to support emergency and disaster



operations.

- Identify, procure, prioritize, and track resources that are requested to support or are utilized for emergency or disaster operations.
- Oversee the coordination management of resources, facilities, personnel and equipment.
- Develop and maintain current directories of services and that facilitate communication with people who have sensory disability (e.g., visual and hearing impaired) and/or non-English speaking persons. ]

### **3.2 Primary Agency Assignment of Responsibilities**

- Prepares sheltering plans and coordinates prevention, protection, response, recovery, and mitigation activities.
- Conducts regular ESF 6 Mass Care meetings and conference calls.
- Maintains ongoing contact with ESF 6 Mass Care primary and support agencies.
- Ensures that ESF 6 Mass Care Primary and Support Emergency Coordinators maintain operational readiness and training.
- Provide training for the management and operation of congregate and special needs shelters.
- Identify, establish and assume fiduciary responsibility for shelter operations.
- Establish and maintain shelter records.
- Provide assistance to families affected by house fires with clothing, household, food items and temporary lodging.
- Directs requests for assistance to the appropriate ESF 6 Mass Care support agencies.
- Directs unmet requests for assistance to the Emergency Management Agency.
- Evaluate the availability, operational condition, and duration of need as well as logistical support requirements necessary to obtain critically needed equipment.
- Develop procedures to obtain additional private sector support as required.
- Develop plans on mass feeding to support county shelters.
- Develop a team to prepare and transport food and drinks to shelters in Macon-Bibb County.
- Provide food and drinks for all county or ARC run shelters which include all workers and residents of the shelters. ]

### **3.3 Support Agency Assignment of Responsibilities**

#### **General**

- Provide data to and aid in situational awareness and the development of the County's collaborative message.
- Evaluate the availability, operational condition, and duration of need as well as logistical support requirements necessary to obtain critically needed equipment.

#### **Bibb County DFACS**

- Provide trained personnel for the management and operation of mass care shelters pre/post impact of an emergency incident.
- Facilitate the release of disaster relief funds for SNAP, if possible.

#### **Macon-Bibb County Health Department**

- Provide Environmental Health inspections of sheltering facilities which includes the verification of safe feeding practices.
- Provide Public Health nurses, as requested and appropriate, that will provide for the health of shelter staff and residents.
- Provide epidemiological monitoring at shelters.

#### **North Central Health District**

- Provide additional support to the Macon-Bibb County Health Department, as needed.

#### **Macon-Bibb County Recreation Department**

- Provide facilities for the operation of shelters.
- Provide staff for management and support of the recreation center(s).

#### **Georgia State Defense Force**

- Provide manpower support in the setup and breakdown of shelters.
- Provide support in shelter logistics.
- Provide additional ECC coordination support for shelter operations.

#### **Bibb County Sheriff's Office Animal Services**

- Provide housing and humane care for pets of shelter residents and other displaced people that are temporarily unable to care for their pets during evacuations.
- Provide personnel and coordination for supplies and volunteer support of pet shelters.

#### **Macon-Bibb County Cooperative Extension**

- Provide support in coordinating the housing of livestock owned by those sheltering or in temporary housing due to a disaster or emergency.

#### **Georgia Department of Agriculture**

- Provide support as requested for the sheltering of pets or livestock owned by those sheltering or in temporary housing due to a disaster or emergency. |

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

ESF 6 Mass Care will collect data and report all activities to the ECC for inclusion in the development of incident action plans and situational reports. All public information reports regarding ESF 6 Mass Care activity will be coordinated with ESF 15 Public Affairs.

### **4.2 Communications**

ESF 5 Planning & Analysis will provide planning assistance to all ESFs. All ESFs will strive to develop operationally ready SOGs for inclusion in the LEOP. ESF 6 Mass Care will meet as necessary to develop, review and refine SOGs that discuss specific operational processes and procedures.

### **4.3 Administration, Finance, and Logistics**

In conjunction with ESF 7 Logistics, ESF 6 Mass Care will develop, review, refine and maintain lists of all resources currently available and under the control of the primary or support agencies listed in this plan. The development of these lists may be completed by several organizations and professional groups, which currently operate within this ESF. These resource lists should be compliant with the resource typing standards outlined in the National Incident Management System (NIMS).

Resource requirements will be primarily determined by Incident Commanders, working with the Emergency Coordination Center (ECC). Resource requests flow from the Incident Commander to the ECC and may be forwarded to the State Operations Center (or through the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) Field Coordinator or the State Warning Point) as required. Existing local resources, intrastate mutual aid, donations, Voluntary Organizations Active in Disasters (VOAD) and Non-Governmental Organizations (NGO) provide the initial source of personnel, vehicles, equipment, supplies and services to fulfill resource requests.

Document all used or purchased equipment and supplies, damage to facilities and equipment, and personnel/volunteer hours worked. (See appendices for documentation templates).

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required and when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan.



# **Macon-Bibb County**

## **Emergency Operations Plan (EOP)**

### **ESF 7 Annex**

### **Logistics**



**June 2024**



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## ESF Coordinator and Support Agencies

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### ESF Coordinator

Macon-Bibb County Procurement  
Director

### Primary Agency

Macon-Bibb County Procurement  
Department

### Support Agencies

Macon-Bibb County Facilities Management  
Department

Macon-Bibb County Vehicle Maintenance  
Department

## **1.0 Introduction**

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### **1.1 Purpose**

1. To provide logistical and resource support to local entities in supporting emergency response and recovery efforts during an emergency or disaster.
2. To coordinate and manage logistical resource support and delivery.
3. To provide resources, supplies and equipment from county stocks and commercial sources.

### **1.2 Scope**

ESF 7 Logistics involves management, procurement, and coordination of goods and resources needed by ESF partners during an emergency or disaster. The Macon-Bibb County Procurement Department assumes primary responsibility for the logistical coordination of resources.

## **2.0 Concept of Operations**

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### **2.1 General Concept**

During an emergency or disaster, the ESF 7 Logistics Coordinator will serve as the principle point of contact for operations associated with ESF 7 Logistics. The ESF Coordinator will oversee all ESF 7 Logistics operations and reports to the Emergency Management Agency (EMA). If a disaster warrants Emergency Coordination Center (ECC) activation, some, or all ESF 7 Logistics personnel may be activated. The scope, scale, and magnitude of the threat/incident will dictate which support agencies that will be requested for support of ESF 7 Logistics operations in the ECC.

### **2.2 ESF Responsibilities**

#### **2.2.1 General**

1. Maintain liaison with the County ECC.
2. Coordinate emergency information for public release through ESF 15 Public Affairs.
3. Participate in planning meetings and exercises.
4. Ensure that all team members or support agencies maintain appropriate records of costs incurred during the event.

#### **2.2.2 Pre-Event Phase**

1. Maintain normal day-to-day operations.
2. Develop a plan for manpower to sustain operations for multiple operational periods.
3. Develop methods and procedures for responding to and complying with requests for resources.

4. Maintain procedures for reimbursing private vendors for services rendered.
5. Develop and maintain lists of private vendors and suppliers and their available resources.
6. Establish pre-planned contracts where necessary to ensure prompt support from vendors during emergencies.
7. Train ESF 7 personnel on Macon-Bibb County emergency procurement procedures for acquiring supplies, resources, and equipment.
8. Develop resource inventories based on hazard specific studies and corresponding likely resource requests by ESF.
9. Participate in exercises and training to validate this annex and supporting SOPs.
10. Develop a County-wide logistics plan and coordinate with ESF 1 Transportation to support logistics operations in regard to the transportation needs of personnel, equipment, and goods.
11. Ensure all ESF 7 personnel integrate the National Incident Management System (NIMS) and Incident Command System (ICS) principles in all planning and preparedness initiatives.

### **2.2.3 Response Phase**

1. Alert those agencies whose have personnel, equipment, or other resources that may be needed for use in the current emergency response.
2. Establish a resource tracking and accounting system, including management reports.
3. Assess initial reports to identify potential resource needs.
4. Identify procurement resources and potential facility locations in the disaster area of operations.
5. Locate, procure, and issue to county agencies the resources necessary to support emergency operations to include coordination with General Services Real Property Management to identify prospective staging area warehouses available for lease to replace damaged or destroyed facilities.
6. Execute countywide logistics plan and coordinate with ESF 1 Transportation to support transportation needs in logistics operations.
7. Coordinate with the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) State Operations Center (SOC) to develop procedures for deploying state resources and personnel in support of emergency operations at facilities, staging areas, and other areas where the need exists.
8. Coordinate staging areas for contractors, and/or county employees to unload, store, or disperse and other resources supporting the county in response and recovery efforts.

9. Coordinate with ESF 13 Law Enforcement to evaluate warehouse / staging area security requirements, regarding traffic flow into and out of the disaster area.
10. Maintain detailed records using proper NIMS forms for all equipment used, damaged, and lost.
11. Records are to be kept by all personnel and/or departments regarding hours worked, injuries, fatalities, and all other human resources related data.
12. Coordinate emergency information for public release through ESF 15 Public Affairs.

#### **2.2.4 Recovery Phase**

1. Continue to conduct procurement activities as long as necessary to support ongoing response operations with direction from the Executive Policy Group.
2. Anticipate and plan for arrival of and coordination with state ESF 7 personnel in the EOC and the Joint Field Office (JFO).
3. Maintain detailed records using proper NIMS/ICS forms for all equipment used, damaged, and lost.
4. Records are to be kept by all personnel and/or departments regarding hours worked, injuries, fatalities, and all other human resources related data.

#### **2.2.5 Plan Activation**

When an ESF 7 Logistics or a support agency is made aware of a threat or incident requiring the activation of this Annex, they will contact EMA or the Emergency Coordination Center with all pertinent information.

When activated, the Macon-Bibb County Procurement Department with assistance from supporting departments and agencies, assesses and responds to requests for assistance with management, maintenance, planning and technical support of logistical infrastructure and networks.

During activation, the ESF 7 Logistics Coordinator serves as the point of contact for requests for ESF 7 Logistics-related assistance that's received by the County ECC. The ESF 7 Logistics Coordinator then ensures mission assignment completion through direct support or by delegation to the appropriate support agency.

### **3.0 Organization and Assignment of Responsibilities**

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The ESF 7 Logistics Coordinator is the Macon-Bibb County Procurement Department Director.

Within the County ECC, the ESF 7 Logistics Coordinator will serve a dual role as the ESF 7 Logistics Coordinator and the Primary Agency Emergency Coordinator for all logistical operations.



### **3.1 ESF Coordinator**

ESF 7 Logistics Coordinator will ensure the following:

- Designate Primary and Alternate Emergency Coordinators. The designees shall represent the agency in an emergency or disaster and provide operational support in the ECC when requested.
- Sustain operational readiness through regular contact with primary and support agencies.
- Lead planning meetings and participate in exercises.
- Develop Standard Operating Guides (SOGs) to support emergency and disaster operations.
- Develop, maintain, and distribute this annex.
- Coordinate with EMA Director, or designee, for training of staff that support ESF 7 Logistics.
- Coordinate operational support for ESF 7 Logistics support agencies.
- Coordinate the movement and flow of supplies and resources into and out of impacted areas for effective, efficient use of relief supplies, personnel, and equipment.
- Identify, procure, prioritize, and track resources that are requested to support or are utilized for emergency or disaster operations.
- Coordinate with ESF 1 Transportation to aid in the transportation of resources, personnel, and supplies into impacted areas.

### **3.2 Primary Agency Assignment of Responsibilities**

- Maintain and update logistics plans and coordinates preparedness, response, recovery, and mitigation activities.
- Conducts regular ESF 7 Logistics meetings and conference calls.
- Maintains ongoing contact with ESF 7 Logistics primary and support agencies.
- Ensures that ESF 7 Logistics Primary and Support Emergency Coordinators maintain operational readiness by taking required training courses.
- Acts as a liaison between ESF 7 Logistics and ESF 15 Public Affairs.
- Directs requests for assistance to the appropriate ESF 7 Logistics support agencies.
- Directs unmet requests for assistance to EMA or ESF 5 Planning & Analysis.
- Provides updates on the status of ESF 7 Logistics mission assignments to EMA, ESF 5 Planning & Analysis, and other entities external to ESF 7 Logistics.
- Generates information to be used in briefings, situation reports, and incident action plans.
- Oversees the provision of logistical assets in coordination with ESF 1 Transportation

to support the movement of supplies, resources, and personnel.

- Coordinates all requests for assistance for resources and supplies.
- Identifies, procures, prioritizes, and tracks resources that are requested to support or are utilized for emergency and disaster operations.

### **3.3 Responsibilities of Support Agencies**

- Provide Support to Macon-Bibb County Procurement in making personnel, vehicles, and fuel available as needed to assist in fulfilling emergency logistical needs prior to, during or immediately following an emergency or disaster incident.
- Assess the overall status of the resource and supply needs within the county and begin determination of potential future resource needs.
- Provide support to the county logistics systems as able.
- Facilitate the reception of disaster relief goods and provide temporary storage of those goods.
- Maintain and implement a procurement process for logistic support that allows for immediate availability of services, equipment, and personnel in response to and recovery from a disastrous incident.
- Maintain appropriate documentation of expenditures and resources.

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

ESF 7 Logistics will report all activities to the ESF 5 Planning & Analysis for inclusion in the development of incident action plans and situational reports. All public information reports regarding ESF 7 Logistics activity will be coordinated with ESF 15 Public Affairs.

In addition to the ECC, ESF 7 Logistics may provide personnel to field operations established in Macon-Bibb County, including but not limited to: Joint Field Offices (JFO), Joint Information Centers (JIC), Disaster Recovery Centers and any other incident facility established to meet operational demands for each incident requiring the activation of the LEOP.

### **4.2 Communications**

The ESF 5 Planning & Analysis will provide planning assistance to all ESFs listed in the LEOP. All ESFs will strive to develop operationally ready SOGs for inclusion in the LEOP. ESF 7 Logistics will meet as necessary to develop, review and refine SOGs that discuss specific operational processes and procedures.

### **4.3 Administration, Finance, and Logistics**

ESF 7 Logistics will develop, review, refine and maintain lists of all resources currently available and under the control of the primary or support agencies listed in this plan. The development of these lists may be completed by several organizations and professional groups, which currently operate within this ESF. These resource lists

should be compliant with the resource typing standards outlined in the National Incident Management System (NIMS).

Resource requirements will be primarily determined by Incident Commanders, working with the Emergency Coordination Center. Resource requests flow from the Incident Commander to the ECC and may be forwarded to the State Operations Center (or through the GEMA/HS Field Coordinator) as required. Existing local resources, intrastate mutual aid, donations, Voluntary Organizations Active in Disasters (VOAD) and Non-Governmental Organizations (NGO) provide the initial source of personnel, vehicles, equipment, supplies, and services to fulfill resource requests.

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required and when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan.



# **Macon-Bibb County**

## **Emergency Operations Plan (EOP)**

### **ESF 8 Annex**

### **Public Health & Medical**



June 2024



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## ESF Coordinator and Support Agencies

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### ESF Coordinator

[Macon-Bibb County Health Department  
Administrator ]

### Primary Agency

Macon-Bibb County Health Department

### Support Agencies

Atrium Health Navicent, The Medical Center  
Community Ambulance

Macon-Bibb Coroner's Office

North Central Health District

Office of EMS and Trauma – Region 05  
Piedmont Macon Medical Center

Piedmont Macon North Hospital

Region F Healthcare Coalition

Rivers Edge and/or Department of  
Behavioral Health and Developmental  
Disabilities (DBHDD)

## 1.0 Introduction

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### 1.1 Purpose

1. To coordinate the provision of services, equipment, and supplies to support emergency operations; as well as approval and acquisition of equipment and supplies not available through normal purchasing channels and ordering time frames.
2. To delineate procedures for the identifying, recording, transporting, sheltering and caring for persons requiring special needs in anticipation of, or during an emergency or disaster.
3. To coordinate the Department of Behavioral Health and Developmental Disabilities (DBHDD) response to the medical needs associated with mental health, behavioral health, substance dependency and the mental well-being of both survivors of disasters and the personnel involved in disaster response.
4. To provide emergency health and medical service resources (including transportation and mental health) for the people of Macon-Bibb County.
5. To provide for the coordination and use of all emergency medical facilities, personnel, and equipment in the county during an emergency or a disaster situation and employ mutual aid assets as required.
6. To provide a trained and well-equipped emergency medical service organization whose duties are to locate, provide basic and advanced life support, and transport patients to hospitals or other designated health care facilities.
7. To meet the basic human needs of persons experiencing extreme emotional and/or /psychological stress in an emergency/disaster situation.
8. To maintain all records and tracking systems in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI).
9. To coordinate veterinary medical support processes and procedures with ESF 11 Agriculture.

### 1.2 Scope

An event response with public health implications will include coordinating multiple agencies and resources. Partner agencies include government entities, volunteer agencies, non-government organizations, and private industry.

ESF 8 Public Health & Medical is structured to oversee public health and medical needs, including emergency medical personnel, facilities, vehicles, equipment and supplies for victims, including people with special needs. ESF 8 Public Health & Medical supports the following functional response areas:

1. Medical Services
  - a. Maintain routine and emergency healthcare services.

- b. Provide augmentation of public health and medical personnel.
  - c. Provide coordination and support of patient care to include those in shelters.
- 2. Emergency Medical Services
  - a. Provide medical patient evacuation, to include functional and access needs.
- 3. Public Health
  - a. Conduct assessment of local public health needs before, during and after a major event or disaster.
  - b. Assist with coordinating agriculture related public health and medical resources.
  - c. Provide subject matter expertise in all-hazards public health and medical consultation, technical assistance and support.
  - d. Coordinate Strategic National Stockpile (SNS) operations within the county.
- 4. Behavioral Health
  - a. Provide/coordinate behavioral health and crisis counseling coordination.
- 5. Deceased Identification and Mortuary Services
  - a. Conduct/coordinate mortuary and final services.
  - b. Coordinate mass fatality planning and support.
  - c. Provide victim identification coordination and family assistance.
  - d. Provide guidance and resource coordination for victim remains recovery, tracking, decontamination and displacement. |

## **2.0 Concept of Operations**

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### **2.1 General Concept**

|During an emergency or disaster, the ESF 8 Public Health & Medical Coordinator will serve as the principle point of contact for operations associated with ESF 8 Public Health & Medical. The ESF Coordinator will oversee all ESF 8 Public Health & Medical operations and report to the Emergency Management Agency (EMA). If a disaster warrants Emergency Coordination Center (ECC) activation, some or all ESF 8 Public Health personnel may be activated. The scope, scale, and magnitude of the threat/incident will dictate which support agencies that will be requested for operations in the ECC.

The ESF 8 Public Health & Medical Coordinator is responsible for the coordination of all elements of Public Health and Medical Services into a functional emergency response organization that effectively supports the needs of Macon-Bibb County during an emergency.

Macon-Bibb County Health Department holds the countywide contract to provide emergency medical services to Macon-Bibb County citizens. Supporting Agencies assists in the transporting of citizens to the hospital.

The Coroner has overall responsibility for care, identification, and disposition of human remains within Macon-Bibb County. The organizations assisting the Coroner in the recovery, identification, and ultimate disposition of those remains are specifically to support the Coroner in meeting these responsibilities. |

## **2.2 ESF Responsibilities**

### **2.2.1 General**

1. | Maintain liaison with the County ECC.
2. Coordinate emergency information for public release through ESF 15 Public Affairs.
3. Participate in planning meetings and exercises.
4. Ensure that all team members or support agencies maintain appropriate records of costs incurred during the event. |

### **2.2.2 Pre-Event Phase**

#### **|All Sections**

1. Maintain normal day-to-day operations.
2. Develop a plan for manpower to sustain operations for multiple operational periods.
3. Develop plans and procedures, organize personnel, and maintain a readiness posture, in coordination with the EMA.
4. Develop and maintain a capability for the transportation and treatment of personnel contaminated by or exposed to hazardous material.
5. Identify, train, and assign personnel to maintain contact with and prepare to execute missions in support of ESF 8 Public Health & Medical.
6. Establish a directory of health and medical resources.
7. Develop mutual support relationships with professional associations and other private services and volunteer organizations that may assist during an emergency or disaster.
8. Plan for the continuity of health and medical services, in conjunction with the EMA, American Red Cross, Community Mental Health agency and Rehabilitation Services office.
9. Consider all needs such as persons with physical disabilities, special medical needs, communication disabilities, elderly persons, and non-English speakers in the planning process.
10. Develop communications procedures during a disaster, in coordination with ESF 2 Technology & Communications.
11. Assist in the development and conduct of training exercises.

#### **Medical Services**

1. Identify and coordinate the deployment of doctors, nurses, technicians and other



medical personnel to disaster areas.

2. Maintain inventory lists of medical supplies, equipment, licensed ambulance services, hospitals, clinics, and medical units.
3. Plan for establishment of staging areas for medical personnel, equipment, and supplies.
4. Develop and maintain plans to implement SNS operations.
5. Plan for establishment of alternate care sites.
6. Develop and maintain a medical service resource list to include equipment and personnel.
7. Request Disaster Medical Assistance Team (DMAT), through EMA Director to Georgia Emergency Management and Homeland Security Agency (GEMA/HS), when applicable.

### **Emergency Medical Services**

1. Develop emergency transport procedures to include special needs and special medical needs population.
2. Maintain an EMS resource list to include personnel and equipment.
3. Develop and maintain a capability for the transportation and treatment of personnel contaminated by or exposed to hazardous material.

### **Public Health**

1. Develop procedures to protect the public from communicable diseases and contamination of food, water, and drug supplies.
2. Identify and contact special needs populous and assisted living facilities to coordinate assistance and conduct needs assessments.
3. Notify EMA of planning limitations regarding evacuation and core individuals with special needs.
4. Identify laboratory testing facilities.

### **Behavioral Health**

1. Develop procedures for rapidly providing assistance to individuals and families, to include organizing and training rapidly deployable crisis counseling and other behavioral health teams.
2. Plan to provide crisis counseling in accordance with Macon-Bibb County Mental Health Clinic plans and procedures.
3. Develop procedures for evacuation of mental patients.

### **Deceased Identification and Mortuary Services**

1. Coordinate Emergency Mortuary Service planning and training activities.
2. Maintain coordination with Georgia Department of Public Health (GDPH), Georgia Funeral Directors Association, the EMA Director, and local emergency mortuary

services.

3. Locate and establish suitable facilities for emergency morgues. Develop plans for activation of morgues, procedures for disposition of unidentified remains, including mass burial.
4. Develop plans for location, identification, removal, and disposition of the deceased.
5. Identify agencies, organizations, and individuals capable of providing support services for deceased identification including **Georgia Mortician's Association and Georgia Coroners Association**.
6. Maintain liaison between Coroner and Funeral Homes.
7. Provide guidance to Funeral Homes for development and maintenance of plans and procedures which support emergency mortuary requirements.
8. Identify technical personnel and equipment requirements for emergency morgue operations from Funeral Homes or other private sources.
9. **Coordinate with Georgia Funeral Directors Association** to provide technical training for emergency mortuary planning.

### 2.2.3 Response Phase

#### All Sections

1. Activate the ESF upon the request of the EMA Director or designee.
2. Coordinate with other agencies, departments, Voluntary Organizations Active in Disaster (VOAD), and the private sector, as required, to provide health and medical resources, services and personnel to support response activities.
3. Coordinate resource requests through the County ECC.

#### Medical Services

1. Identify hospital and nursing home vacancies, in conjunction with the **GA Hospital Association** and other appropriate organizations, to coordinate patient relocation, including the sick, injured, elderly, handicapped, and those with special medical needs, and establishment of emergency medical care centers.
2. Coordinate the staging and delivery of medical personnel, equipment, pharmaceuticals, and supplies.
3. Implement Strategic National Stockpile operations, as needed, in coordination with the **GADPH**.
4. Coordinate treatment for mass casualties in accordance with established plans and procedures.
5. Provide transportation and treatment for personnel exposed to or contaminated by hazardous material in coordination with local hospitals and County ECC.
6. Assign medical personnel to shelters as required.

#### Emergency Medical Services

1. Coordinate the delivery of emergency medical and rescue services.
2. Perform ambulance service, basic, and advanced life support duties as needed.
3. Perform triage and prioritize assignments.
4. Evaluate and report all available information concerning the nature and extent of trauma and injuries in the affected areas to ESF 8 Public Health & Medical Coordinator and appropriate healthcare facilities.
5. Provide transportation and treatment for personnel exposed to or contaminated by hazardous materials in coordination with the hospitals and the County ECC.
6. Assist with transportation of special needs population.

#### **Public Health – Macon-Bibb County Health Department**

1. Coordinate and manage the public health and sanitation services.
2. Determine the need for health surveillance programs.
3. Issue Public Health Notices in coordination with ESF 15 Public Affairs, as necessary.
4. Coordinate with county and municipal water and sewer departments to assist in inspection of potable water and sewage disposal, in addition to supporting emergency water and sewer requirements.
5. Maintain official death records in accordance with state law.
6. Coordinate support for emergency mortuary service.

#### **Behavioral Health**

1. Manage psychological assistance, crisis counseling and mental health assistance under the direction of Macon-Bibb County Mental Health Center.
2. Coordinate for the provision of psychological first aid and recovery services to individuals, families, and communities.
3. Activate the mental health disaster plan upon notification by the EMA Director.
4. Staff crisis counseling sites and other emergency response locations as formally requested and appropriate.

#### **Deceased Identification and Mortuary Services**

1. Coordinate emergency mortuary operations, perform functions of the Coroner's Office in accordance with established law, and establish emergency morgues.
2. Initiate the notification of Deceased Identification Teams.
3. Maintain victim identification and death records.
4. When required, coordinate with the EMA Director to request Disaster Mortuary Operational Response Team (DMORT) through GEMA/HS.
5. When required, coordinate the procurement of an appropriate location and/or facility for DMORT.
6. Coordinate next-of-kin notification. |

## **2.2.4 Recovery Phase**

### **All Sections**

Continue service assistance throughout Re-Entry and until all health and medical issues are resolved.

### **Medical Services**

1. Assist with restoration of essential health and medical care systems.
2. Assist with restoration of permanent medical facilities to operational status.
3. Support emergency services infrastructure as required.

### **Emergency Medical Services**

1. Continue to provide ambulance service including basic and advanced life support in the affected area(s) until conditions return to normal.
2. Assist with other emergency functions when feasible.

### **Public Health – Macon-Bibb County Health Department**

1. Continue coordination with agencies and organizations caring for people with special needs for return to assisted living facilities or relocation.
2. Maintain environmental and epidemiology surveillance.
3. Continue long-term emergency environmental activities.

### **Behavioral Health – Macon-Bibb County Mental Health**

1. Coordinate the management of continuous mental health, crisis counseling and recovery services, and substance abuse assistance to individuals and families.
2. Maintain a list of mental health staff on alert as required.
3. Continue to ensure case finding activities and referrals of individuals requiring crisis counseling to an appropriate site.
4. Continue to ensure staffing of mental health emergency stations.

### **Deceased Identification and Mortuary Services**

1. Continue the operations necessary for the identification and disposition of the deceased and their personal effects.
2. Direct the disposition of unidentified remains to include mass burial as required.
3. Receive the required death reports.
4. Provide a final fatality report to the EMA Director. |

## **2.2.5 Plan Activation**

When an ESF 8 Public Health & Medical or a support agency is made aware of a threat or incident requiring the activation of this Annex, they will contact the Emergency Coordination Center with all pertinent information.

When activated, the Macon-Bibb County Health Department with assistance from

supporting departments and agencies, assesses and responds to requests for assistance with management, maintenance, planning and technical support of public health and medical operations.

During activation, the ESF 8 Public Health Coordinator serves as the point of contact for requests for ESF 8 Public Health & Medical-related assistance that are received by the County ECC. The ESF 8 Public Health & Medical Coordinator then ensures mission assignment completion through direct support or by delegation to the appropriate support agency.

### **3.0 Organization and Assignment of Responsibilities**

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The ESF 8 Public Health & Medical Coordinator is the Macon-Bibb County Health Department.

Within the County ECC, the ESF 8 Public Health & Medical Coordinator will serve a dual role as the ESF 8 Public Health & Medical Coordinator and the Primary Agency Emergency Coordinator for resource requests and deployments.

#### **3.1 ESF Coordinator**

ESF 8 Public Health & Medical Coordinator will ensure the following:

- Designate Primary and Alternate Emergency Coordinators. The designees shall represent the agency in an emergency or disaster and provide operational support in the ECC when requested.
- Sustain operational readiness through regular contact with primary and support agencies.
- Coordinates all planning, preparedness, response and recovery activities regarding public health and medical operations
- Lead planning meetings and participate in exercises.
- Develop Standard Operating Guides (SOGs) to support emergency and disaster operations.
- Develop, maintain, and distribute this Annex.
- Coordinate with EMA Director, or designee, for training of staff that support ESF 8 Public Health & Medical.
- Coordinate operational support for ESF 8 Public Health & Medical support agencies.
- Act as the principal source of information for health related threats or incidents.
- Identify, procure, prioritize, and track public health, medical and behavioral health resources that are requested or are utilized for emergency or disaster operations.
- Act as a liaison between ESF 8 Public Health & Medical and ESF 15 Public Affairs.
- Conduct initial assessment of health and medical needs.



- Establish, as needed, active and passive surveillance systems.
- Provides updates on the status of ESF 8 Public Health & Medical mission assignments to ESF 5 Planning & Analysis, and other entities external to 8 Public Health & Medical.
- Generates information to be used in briefings, Situation Reports, and Incident Action Plans.
- Coordinate the development of a logistical framework to support recovery operations.
- Identify, locate, and if necessary, recruit personnel to support incident operations after coordination.
- Identify medical facilities and their capabilities to provide care for the sick, injured, elderly, handicapped, and those with special medical needs during a disaster.
- Assist health care facilities (i.e. hospitals, nursing homes, youth and adult medical care facilities) in developing patient reduction, evacuation, and relocation procedures.

### **3.2 Primary Agency Assignment of Responsibilities**

- Prepares Public Health plans and coordinates preparedness, response, recovery, and mitigation activities.
- Conducts regular ESF 8 Public Health & Medical meetings and conference calls.
- Maintains ongoing contact with ESF 8 Public Health & Medical primary and support agencies.
- Ensures that ESF 8 Public Health & Medical Primary and Support Emergency Coordinators maintain operational readiness by taking required training courses.
- Directs requests for assistance to the appropriate ESF 8 Public Health & Medical support agencies.
- Directs unmet requests for assistance to ESF 5 Planning & Analysis.
- Coordinates and conducts comprehensive disaster planning. Coordinates and facilitates training and exercises for ESF 8-specific plans.
- Conducts inspection and monitoring of, and provides guidance and education for:
  - o Sanitation measures.
  - o Food safety and security.
  - o Shelters.
  - o Potable water and wastewater
  - o Solid waste disposal.
- Conducts chemical health hazard analysis
- Provides Vital Records surge support.

- Coordinates public health and medical information management, in conjunction with ESF 15 Public Affairs.
- Develop plans and procedures for the maintenance of official death records in mass fatality situations.
- Develop emergency immunization procedures. |

### **3.3 Support Agency Assignment of Responsibilities**

#### **(Medical Services Support Agency)**

- Coordinate the development and/or revision of Health and Medical Services plans and procedures.
- Develop procedures to monitor health information and records of persons being evacuated or relocated.
- Develop and maintain a capability for treatment of personnel exposed to or contaminated by radioactive material.
- Set criteria to support request of DMAT.

#### **(Emergency Medical Services Support Agency)**

- Develop and maintain plans and procedures, including priority of support, for providing ambulance service during a disaster.
- Maintain a training program for ambulance service personnel.
- Identify, train, and assign personnel to triage, mass casualty, and mass fatality operations.
- Develop procedures and train personnel in hazardous materials response, if resources are available.
- Establish EMS protocols with area hospitals.

#### **(Deceased Identification and Mortuary Services Support Agency)**

- Establish a system for collecting and disseminating information regarding victims with the operational capability to deliver the information in a field environment, in coordination with ESF 15 Public Affairs.
- Develop a procedure to manage death records.
- Develop death notification procedures.
- Develop a Deceased Identification Team.
- Develop and maintain a Mass Fatality Plan. |

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

ESF 8 Public Health & Medical will report all activities to the ESF 5 Planning & Analysis Situation Unit for inclusion in the development of Incident Action Plans and Situational Reports. All public information reports regarding ESF 8 Public Health & Medical activity will be coordinated with ESF 15 Public Affairs.

In addition to the ECC, ESF 8 Public Health & Medical may provide personnel to field operations established in Macon-Bibb County including but not limited to: Joint Field Offices (JFO), Joint Information Centers (JIC), Disaster Recovery Centers and any other incident facility established to meet operational demands for each particular incident requiring the activation of the EOP.

### **4.2 Communications**

ESF 5 Planning & Analysis will provide planning assistance to all ESFs listed in the EOP. All ESFs will strive to develop operationally ready SOGs for inclusion in the EOP. ESF 8 Public Health & Medical will meet as necessary to develop, review and refine SOGs that discuss specific operational processes and procedures.

### **4.3 Administration, Finance, and Logistics**

In conjunction with ESF 7 Logistics, ESF 8 Public Health & Medical will develop, review, refine and maintain lists of all resources currently available and under the control of the primary or support agencies listed in this plan. The development of these lists may be completed by several organizations and professional groups, which currently operate within this ESF. These resource lists should be compliant with the resource typing standards outlined in the National Incident Management System.

Resource requirements will be primarily determined by Incident Commanders, working with the ECC. Resource requests flow from the Incident Commander to the ECC, and may be forwarded to the State Operations Center (or through the GEMA/HS Field Coordinator) as required. Existing local resources, intrastate mutual aid, donations, VOAD and Non-Governmental Organizations (NGO) provide the initial source of personnel, vehicles, equipment, supplies and services to fulfill resource requests.

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required and when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan.



# **Macon-Bibb County**

## **Emergency Operations Plan (EOP)**

### **ESF 9 Annex**

### **Search and Rescue**



June 2024

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Record of Changes

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## ESF Coordinator and Support Agencies

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### ESF Coordinator

|Macon-Bibb County Fire Chief |

### Primary Agency

|Macon-Bibb County Fire Department |

### Support Agencies

|Georgia Search and Rescue Task Force  
(GSAR)

|Macon-Bibb County Emergency  
Management Agency|

## 1.0 Introduction

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ESF 9 Search & Rescue involves direction and coordination, operations and follow-through during an emergency or disaster. Urban search and rescue (SAR) activities include, but are not limited to, locating, extricating, and providing immediate medical assistance to victims trapped in collapsed structures. Non-urban SAR activities include, but are not limited to, emergency incidents that involve locating missing persons, boats which are lost on inland waterways, locating downed aircraft, extrication if necessary, and treating any victims upon their rescue.

### 1.1 Purpose

1. To provide for the coordination and use of all rescue organizations, personnel, and equipment in Macon-Bibb County during an emergency and employ rescue assets of mutual aid, state, and federal resources as required.
2. ESF 9 Search & Rescue will interface with ESF 1 Transportation and ESF 8 Public Health & Medical to assist with medical assistance and the transportation of victims beyond initial collection points.

### 1.2 Scope

SAR operations will be conducted for lost, missing, endangered, sick, injured, or deceased persons; and displaced or abandoned animals. SAR operations within Georgia are categorized into five principal types:

- Structural Collapse or Urban Search and Rescue (USAR)

USAR operations primarily focus on the location, rescue, and initial stabilization of persons confined within collapsed structures in urban settings. USAR task forces also respond to persons trapped in vehicles, mines, collapsed trenches, or similar events.

- Waterborne Search and Rescue (Waterborne SAR)

Waterborne SAR operations focus on the location, rescue, and initial stabilization of persons along coastal areas, in creeks or rivers, and in lakes or reservoirs. Waterborne SAR operations may include an airborne response primarily utilizing helicopters or a maritime response utilizing boats/ships. Waterborne SAR operations are conducted in accordance with the National Search and Rescue Plan.

- Inland or Wilderness Search and Rescue (Wilderness SAR)

Inland or wilderness SAR operations focus on the location, rescue, and initial stabilization of persons in rural, remote, backcountry, thickly wooded, highly variable topography, and otherwise difficult to access areas. SAR operations in these areas may require specialized equipment and potentially airborne operations.

- Aeronautical Search and Rescue (Aviation SAR)

Aeronautical SAR operations are an integral component of the three aforementioned response areas. Aeronautical SAR operations also include response operations for an aviation-related incident.



- Animal and Human Remains Recovery (Recovery)

Animal and Human Remains Recovery operations will be an integral component in SAR/SRR operations. The “no one left behind” philosophy is integrated into the scope of operations. Animal rescue operations are in support of ESF 11 Agriculture and human remains recovery operations support ESF 8 Public Health & Medical. |

## 2.0 Concept of Operations

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### 2.1 General Concept

During an emergency or disaster, the ESF 9 Coordinator will serve as the principle point of contact for operations associated with ESF 9 Search & Rescue. The ESF Coordinator will oversee all ESF 9 Search & Rescue operations and report to the Emergency Management Agency (EMA). If a disaster warrants Emergency Coordination Center (ECC) activation, some or all ESF 9 Search & Rescue personnel may be activated. The scope, scale, and magnitude of the threat/incident will dictate which support agencies that will be requested for operations in the ECC.

The ESF 9 Coordinator is responsible for the coordination of all elements of Search and Rescue into a functional emergency response organization that effectively supports the needs of the populace of Macon-Bibb County during an emergency.

ESF 9 Search & Rescue activities will be directed and coordinated from the County ECC, on the emergency scene when necessary, or other locations as designated.

All SAR operations within Georgia utilize the National Incident Management System (NIMS) and the Incident Command System (ICS). Georgia Search and Rescue (GSAR) task forces serve as the primary response entity for USAR operations in Georgia and have been developed and can be organized into NIMS Type I, Type II, Type III, or Type IV task forces. All GSAR resources are in compliance with the National Fire Protection Association (NFPA) 1006 (individual) standard and the NFPA 1670 (team) standard.

State-level SAR resources will be sourced from multiple agencies/organizations including GSAR task forces. USAR task forces may be sourced from other states through the use of the Emergency Management Assistance Compact (EMAC). Within the United States., 42 states have similarly trained USAR task forces and each is a member of the Alliance of State Search and Rescue Teams (SUSAR).

Federal-level Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA) USAR task forces may be integrated into the disaster response.

For large scale incidents, SAR operations will be comprised of three components:

- SAR taskforces (Type IV through Type I or a combination of all types depending on the scope and requirements of the response)
- Incident Management Team(s) (IMT)
- Technical specialists.

#### USAR:

- USAR operations are primarily conducted by GSAR task forces. There are eight NIMS Type III GSAR task forces – and each is comprised of local response entities. Because the task forces are comprised of local resources, impacts to their local areas may preclude their ability to respond to incidents elsewhere in Georgia or abroad.
- State-level USAR support may include the integration of Department of Natural Resources – Wildlife Resources Division (DNR-WRD) Critical Action Teams (CAT) or Department of Public Safety (DPS) Special Weapons and Tactics (SWAT) teams. Additional non-governmental support for canine teams may be integrated into the response.

#### Waterborne SAR:

- Waterborne SAR response operations will include DNR-WRD CAT and DNR-WRD Law Enforcement task forces. Additional non-governmental support for canine teams may be integrated into the response.

#### Wilderness SAR:

- Inland or wilderness SAR response operations will include resources from State-level agencies / organizations including DNR-WRD CAT, DNR-WRD Law Enforcement, and DPS SWAT. Additional non-governmental support for canine teams may be integrated into the response.

#### Aviation SAR:

- Aviation SAR response operations will include resources from state-level agencies / organizations including the DPS / Georgia Air Operations Branch, and the DNR-WRD Law Enforcement.
- In coastal Georgia, aviation SAR response operations will be supported by the Aviation Support Operations Center(s) (ASOC). The ASOC is single controlling / coordinating facility providing forward aviation operations capabilities including, but not limited to, mission assignment and tracking, air-space flight de-confliction, air asset prioritization, and communications support.

#### 2.1.1 General

1. Maintain agreements and working relationships with supporting agencies/departments.
2. Maintain liaison with the County ECC, or Incident Commander/Unified Command, depending on type of deployment.
3. Coordinate emergency information for public release through ESF 15 Public Affairs.
4. Ensure that team members or their support agencies maintain appropriate records of costs incurred during the event.
5. Participate in exercises and training to validate this annex and supporting SOGs.

### **2.1.2 Pre-Event Phase**

1. Maintain normal day-to-day operations.
2. Develop a plan for manpower to sustain operations for multiple operation periods.
3. In coordination with the EMA, develop plans and procedures, organize personnel, and maintain a readiness posture.
4. Participate in exercises and training to validate this annex and supporting SOGs.
5. Maintain liaison with Georgia Search and Rescue (GSAR) Task Force and plan for reception of external assets.
6. Maintain equipment in a state of readiness appropriate to existing and anticipated emergency conditions to include mobilizing resources and staging them at various locations.
7. Recruit, train, and certify search and rescue personnel. Conduct educational activities for the public to identify key facilities threatened by terrorist actions.
8. Conduct hazard vulnerability assessments and provide familiarization and walkthroughs at key facilities for GSAR team.
9. Maintain a current inventory of resources, including trained personnel, which could support search and rescue operations. Maintain records reflecting local capability.
10. Establish training for the recognition and identification of signs of mental health trauma.

### **2.1.3 Response Phase**

1. Activate the ESF upon the request of the EMA Director or designee.
2. Evaluate all available information concerning the nature and extent of search and rescue needs in the affected area.
3. Perform search and rescue duties as required.
4. Support local operations with appropriate resources, including mobilizing and deploying teams and equipment as needed.
5. Plan for and establish relief resources to replace or rotate with committed resources for extended operations.
6. Support local agencies with appropriate resources, to include mobilizing and deploying teams and equipment as needed.
7. Macon-Bibb County Emergency Management Agency will assist in coordinating county assets and augment agencies having SAR responsibilities and may request GSAR and/or Federal SAR assistance.
8. Coordinate other State and Federal support for SAR operations to include planning for reception and deployment to area of operations.
9. Coordinate with ESF 1 Transportation and ESF 8 Public Health & Medical to provide transport for rescue teams and/or patients from an emergency area to a safe location,

emergency shelter, or medical facility. Require ESF 9 Search & Rescue team members and their agencies maintain appropriate records of costs incurred during the event.

10. Establish protocols for assessing and treating physical and mental health trauma for all responders.

11. Coordinate with ESF 13 Law Enforcement to aid in criminal and fatality investigations and scene security.

12. Establish a triage area and conduct triage operations of patients on scene.

13. Document any lost or damaged equipment, any personnel or equipment accidents.

#### **2.1.4 Recovery Phase**

1. Be prepared to provide rescue functions within the affected area(s) until conditions return to normal.

2. Assist in other emergency functions when feasible.

3. Plan for a reduction of operations.

4. Inventory any lost, damaged, or expended equipment and record any personnel injuries or equipment accidents.

5. Document matters that may be needed for inclusion in county or state/federal briefings, situation reports and action plans.

6. Ensure that ESF 9 Search & Rescue team members or their support agencies maintain appropriate records of costs incurred during the event.

#### **2.1.5 Plan Activation**

When an ESF 9 Search & Rescue or a support agency is made aware of a threat or incident requiring the activation of this Annex, they will contact the Emergency Coordination Center with all pertinent information.

When activated, the Macon-Bibb County Fire Department with assistance from supporting departments and agencies, assesses and responds to requests for assistance with management, maintenance, planning and technical support of transportation infrastructure and networks.

During activation, the ESF 9 Search & Rescue Coordinator serves as the point of contact for requests for ESF 9 Search & Rescue-related assistance that's received by the County ECC. The ESF 9 Search & Rescue Coordinator then ensures mission assignment completion through direct support or by delegation to the appropriate support agency.

### **3.0 Organization and Assignment of Responsibilities**

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The ESF 9 Search & Rescue Coordinator is the Macon-Bibb County Fire Chief.

Within the County ECC, the ESF 9 Search & Rescue Coordinator will serve a dual role as the ESF 9 Search & Rescue Coordinator and the Primary Agency Emergency

Coordinator for search and rescue operations. |

### **3.1 ESF Coordinator**

ESF 9 Search & Rescue Coordinator will ensure the following:

- Designate Primary and Alternate Emergency Coordinators. The designees shall represent the agency in an emergency or disaster and provide operational support in the ECC when requested.
- Sustain operational readiness through regular contact with primary and support agencies.
- Acts as a liaison between ESF 9 Search & Rescue and ESF 15 Public Affairs.
- Lead planning meetings and participate in exercises.
- Develop Standard Operating Guides (SOGs) to support emergency and disaster operations.
- Develop, maintain, and distribute this Annex.
- Coordinate with EMA Director, or designee, for training of staff that support ESF 9 Search and Rescue.
- Coordinate operational support for ESF 9 Search & Rescue support agencies.
- Identify, procure, prioritize, and track search and rescue resources that are requested to support or are utilized for emergency or disaster operations.
- Coordinate Mutual Aid, State and Federal support for search and rescue operations to include planning for reception and deployment to area of operations.
- Coordinate with ESF 1 Transportation for use of buses to transport rescue teams or rescued victims or persons evacuated from an emergency area to a safe location or emergency shelter. |

### **3.2 Primary Agency Assignment of Responsibilities**

- |Plans and coordinates preparedness, response, recovery, and mitigation activities pertaining to search and rescue.
- Conducts regular ESF 9 Search & Rescue meetings and conference calls.
- Ensures that ESF 9 Search & Rescue Primary and Support Emergency Coordinators maintain operational readiness by taking required training courses.
- Directs unmet requests for assistance to ESF 5 Planning & Analysis.
- Provides updates on the status of ESF 9 Search & Rescue mission assignments to ESF 5 Planning and Analysis.
- Generates information to be used in briefings, situation reports, and incident action plans.
- Oversees the provision of search and rescue assets in coordination with ESF 7 Logistics.



- Identifies, procures, prioritizes, and tracks search and rescue resources that are requested to support or are utilized for emergency and disaster operations. |

### **3.3 Support Agency Assignment of Responsibilities**

#### **Georgia Search and Rescue Task Force**

- GSAR will support the Macon-Bibb County Fire Department in the coordination, development, and maintenance of the resources to locate, extricate, provide immediate medical treatment to patients trapped in collapsed structures, conduct wilderness SAR operations, and to conduct other life-saving operations.

#### **Macon-Bibb County Emergency Management Agency**

- Macon-Bibb County Emergency Management Agency will assist in coordinating county assets and augment agencies having SAR responsibilities and may request GSAR and/or Federal SAR assistance. |

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

ESF 9 Search & Rescue will report all activities to the ESF 5 Planning & Analysis for inclusion in the development of incident action plans and situational reports. All public information reports regarding ESF 9 Search & Rescue activity will be coordinated with ESF 15 Public Affairs.

In addition to the ECC, ESF 9 Search & Rescue may provide personnel to field operations established in Macon-Bibb County, including but not limited to: Joint Field Offices (JFO), Joint Information Centers (JIC), and any other incident facility established to meet operational demands for each particular incident requiring the activation of the LEOP.

### **4.2 Communications**

The ESF 5 Planning & Analysis will provide planning assistance to all ESFs listed in the LEOP. All ESFs will strive to develop operationally ready SOGs for inclusion in the LEOP. ESF 9 Search & Rescue will meet as necessary to develop, review and refine SOGs that discuss specific operational processes and procedures.

### **4.3 Administration, Finance, and Logistics**

In conjunction with ESF 7 Logistics, ESF 9 Search & Rescue will develop, review, refine and maintain lists of all resources currently available and under the control of the primary or support agencies listed in this plan. The development of these lists may be completed by several organizations and professional groups, which currently operate within this ESF. These resource lists should be compliant with the resource typing standards outlined in the National Incident Management System (NIMS).

Resource requirements will be primarily determined by Incident Commanders, working with the Emergency Coordination Center. Resource requests flow from the Incident Commander to the ECC and may be forwarded to the State Operations Center (or through the Georgia Emergency Management & Homeland Security Agency Field Coordinator) as required. Existing local resources, intrastate mutual aid, donations, Voluntary Organizations Active in Disasters and Non-Governmental Organizations (NGO) provide the initial source of personnel, vehicles, equipment, supplies and services to fulfill resource requests.

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required and when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan.



## **Macon-Bibb County**

# **Emergency Operations Plan (EOP)**

## **ESF 10 Annex**

### **HAZMAT**



**June 2024**

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## ESF Coordinator and Support Agencies

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### ESF Coordinator

[Macon-Bibb County Fire Department  
Fire Chief ]

### Primary Agency

[Macon-Bibb County Fire Department ]

### Support Agencies

[CHEMTREC

GDOT

Georgia Search and Rescue Task Force  
(GSAR)

Open-Road HAZMAT Carriers

Pipeline Companies

Railway Operating Companies

State of Georgia Environmental Protection  
Division

4th Civil Support Team]

## 4.0 Introduction

---

ESF 10 HAZMAT is responsible for the coordination of mitigation, preparedness, response, and recovery activities to include developing, coordinating, and maintaining the ESF 10 Standard Operating Procedure (SOP).

Hazardous materials (HAZMAT) accidents may result in fire, explosions, Boiling Liquid Expanding Vapor Explosion (BLEVE), radiation dangers, or contamination and toxic fumes. Firefighting personnel are generally accepted as having the greatest expertise and capability to combat these dangers. Upon occurrence of a hazardous materials incident, overall control of the situation will be assumed by the fire department in whose area the accident occurs.

Hazardous Materials Teams respond, upon occurrence of hazardous materials incidents, to assist the Incident Commander in evaluating the scene to determine if the incident requires the use of chemical protective clothing or special containment or control devices.

### 3.1 Purpose

To provide a well-organized, emergency service organization to rapidly mobilize and employ, in a coordinated effort, all resources available, to contain and neutralize, or minimize the disastrous effects of an accident involving hazardous materials.

An emergency or disaster could result from hazardous and radiological materials being released into the environment. Fixed facilities (e.g., chemical plants, nuclear power plants and facilities, tank farms, laboratories, operating hazardous waste sites) that produce, generate, use, store or dispose of hazardous materials, including radioactive materials, could be damaged so that spill control apparatus and containment measures are not effective. Hazardous and radiological materials that are transported may be involved in rail accidents, highway collisions, and waterway and airline mishaps.

### 3.2 Scope

This ESF will provide a coordinated response by local resources and initiate Resource Requests for state and federal assets when necessary to minimize adverse effects on the population and environment resulting from the release of or exposure to hazardous or radiological materials. This may include activities such as:

- Mitigation and minimization of potential hazardous or radiological materials releases.
- Detection and assessment of the nature and extent of contamination (including sampling, analysis and environmental monitoring).
- Stabilization of the release and prevention of the spread of contamination.
- Determination and implementation of options for environmental cleanup and waste disposition.
- Direction for the storage, treatment and disposal of hazardous or radiological materials.
- Utilization of scientific and technical expertise in conjunction with other responding

agencies to respond to chemical, biological or radiological threats.

## **2.0 Concept of Operations**

### **2.1 General Concept**

During an emergency or disaster, the ESF 10 HAZMAT Coordinator will serve as the principle point of contact for operations associated with ESF 10 HAZMAT. The ESF Coordinator will oversee all ESF 10 HAZMAT operations and report to the Emergency Management Agency (EMA) Director. If a disaster warrants Emergency Coordination Center (ECC) activation, some or all ESF 10 HAZMAT personnel may be activated. The scope, scale, and magnitude of the threat/incident will dictate which support agencies that will be requested for operations in the ECC.

Macon-Bibb County has the responsibility for the protection and well-being of its residents. However, owners and shippers of hazardous materials are responsible for subsequent cleanup and containment of spills and releases.

### **2.2 ESF Responsibilities**

#### **2.2.1 General**

1. Maintain liaison with the County ECC.
2. Coordinate emergency information for public release through ESF 15 Public Affairs.
3. Participate in planning meetings and exercises.
4. Ensure that all team members or support agencies maintain appropriate records of costs incurred during the event.

#### **2.2.2 Pre-Event Phase**

1. Maintain normal day-to-day operations.
2. Develop a plan for manpower to sustain operations for multiple operation periods.
3. In coordination with the EMA, develop plans and procedures, organize personnel, and maintain a readiness posture.
4. Collect and utilize licensing, permitting, monitoring, and/or transportation information from the appropriate county, state, or federal agencies and/or private organizations to facilitate emergency response.
5. Provide, obtain, or recommend training for response personnel using courses made available by Federal Emergency Management Agency, U.S. Department of Energy (DOE), Nuclear Regulatory Commission (NRC), the Georgia Public Safety Training Center, U.S. Environmental Protection Agency, and manufacturers and transporters of hazardous materials, as well as training based on Occupational Safety and Health Administration requirements or each duty position.
6. Develop procedures for identification, control and cleanup of hazardous materials.
7. Maintain an inventory of local assets capable of responding to a hazardous materials incident.



8. Maintain a list of private contractors capable of performing emergency and/or remedial actions associated with a hazardous materials incident.
9. Develop plans and/or mutual aid agreements regarding hazardous materials incidents with local agencies, other county agencies, contiguous states, federal agencies, and private organizations as required.
10. Identify potential contacts and resources to conduct community vulnerability analysis to determine potential hazardous materials threats and on-site inspections.
11. Prepare an inventory of existing threats using SARA Title III, Tier II information.
12. Implement training to identify agents, signs, and symptoms of weapons of mass destruction (WMDs).
13. Develop procedures for identification, communications, warning, public information, evacuation, control, and monitoring and/or supervising cleanup of hazardous materials.
14. Establish recognition and identification training of signs of mental health trauma.

### **2.2.3 Response Phase**

1. Activate the ESF upon the request of the EMA Director or designee.
2. Establish area security and prohibit all unauthorized personnel from entering the containment area.
3. ESF 10 HAMZAT will coordinate between the Macon-Bibb County ECC and Incident Command, all HazMat response specific efforts for coordination of all other Macon-Bibb County efforts.
4. Provide 24-hour response capability and dispatch personnel to an incident scene as necessary.
5. ESF 10 HAMZAT will assess the situation to include but not limited to: the nature, amount, and location of real or potential releases of hazardous materials, while maintaining a situational awareness and assessment of hazards to the public and the environment.
6. After reviewing reports, gathering and analyzing information and consulting with appropriate agencies, determine and provide, as available, the necessary level of assistance.
7. If WMDs are suspected, contact 4<sup>th</sup> Civil Support Team for specialized response support.
8. Provide protective action recommendations, as the incident requires.
9. Provide monitoring to determine the extent of the contaminated area and consult with appropriate support agencies to provide access and egress control to contaminated areas.
10. Consult with appropriate county, state, or federal agencies and/or private organizations regarding the need for decontamination and disposal of wastes.
11. Coordinate with ESF 8 Public Health & Medical regarding decontamination of

equipment, personnel, or injured or deceased patients.

12. Coordinate with ESF 13 Law Enforcement to aid in criminal and fatality investigations and scene security.

13. Coordinate with ESF 1 Transportation for the use of staging areas, air assets, and technical advice and assistance on regulated rail.

14. Coordinate with ESF 3 Public Works, ESF 12 Utilities, and ESF 16 Debris Management for technical assistance on water, wastewater, solid waste, and disposal.

15. Coordinate with ESF 12 Utilities for technical advice and assistance on pipelines.

16. Coordinate with Georgia Emergency Management and Homeland Security Agency (GEMA/HS for use of state assets.

17. Maintain records, expenditures, and document resources utilized during recovery.

18. Establish protocols for assessing and treating physical and mental health trauma for all responders.

19. Ensure availability of expertise and equipment to manage the incident. Utilize proper procedures for containment to prevent additional dangers. |

#### **2.2.4 Recovery Phase**

1. |Support response teams, owner, shipper, state, and/or federal environmental personnel during cleanup.

2. Plan for a reduction of operations.

3. Inventory any lost, damaged, or expended equipment and record any personnel injuries or equipment accidents.

4. Document matters that may be needed for inclusion in county or state/federal briefings, situation reports and action plans. |

#### **2.2.5 Plan Activation**

|When an ESF 10 HAZMAT or a support agency is made aware of a threat or incident requiring the activation of this Annex, they will contact the ECC with all pertinent information.

When activated, the Macon-Bibb County Fire Department with assistance from supporting departments and agencies, assesses and responds to requests for assistance with management, maintenance, planning and technical support of transportation infrastructure and networks.

During activation, the ESF 10 HAZMAT Coordinator serves as the point of contact for requests for ESF 10 HAZMAT-related assistance that's received by the County ECC. The ESF 10 HAZMAT Coordinator then ensures mission assignment completion through direct support or by delegation to the appropriate support agency. |

## 3.0 Organization and Assignment of Responsibilities

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The ESF 10 HAZMAT Coordinator is the Macon-Bibb County Fire Chief.

Within the County ECC, the ESF 10 HAZMAT Coordinator will serve a dual role as the ESF 10 HAZMAT Coordinator and the Primary Agency Emergency Coordinator for hazardous material operations. ]

### 3.3 ESF Coordinator

ESF 10 HAZMAT Coordinator will ensure the following:

- Designate Primary and Alternate Emergency Coordinators. The designees shall represent the agency in an emergency or disaster and provide operational support in the EOC when requested.
- Sustain operational readiness through regular contact with primary and support agencies.
- Lead planning meetings and participate in exercises.
- Develop Standard Operating Guides (SOGs) to support emergency and disaster operations.
- Develop, maintain, and distribute this Annex.
- Coordinate with EMA Director, or designee, for training of staff that support ESF 10 HAZMAT.
- Coordinate operational support for ESF 10 HAZMAT support agencies.
- Acts as a liaison between ESF 10 HAZMAT and ESF 15 Public Affairs.
- Prepare an inventory of existing threats using SARA Title 111, Tier II information.
- Maintain a listing of private contractors capable of performing emergency and/or remedial actions associated with a hazardous materials incident.
- Provide damage reports, assessments, and situation reports to support ESF 5 Planning & Analysis.
- Develop plans and/or mutual aid agreements regarding hazardous materials incidents with local agencies, other county agencies, contiguous states, federal agencies, and private organizations as required.
- Collect and utilize licensing, permitting, monitoring, and/or transportation information from the appropriate local, county, state, or federal agencies and/or private organizations to facilitate emergency response.
- Coordinate decontamination activities with local, state and federal agencies.
- Seek cooperation of response teams, owner/shipper, state and federal environmental personnel during clean-up operations. ]

### **3.4 Primary Agency Assignment of Responsibilities**

- Plans and coordinates preparedness, response, recovery, and mitigation activities pertaining to hazardous materials operations.
- Conducts regular ESF 10 HAZMAT meetings and conference calls.
- Maintains ongoing contact with ESF 10 HAZMAT primary and support agencies.
- Ensures that ESF 10 HAZMAT Primary and Support Emergency Coordinators maintain operational readiness by taking required training courses.
- Acts as a liaison between ESF 10 HAZMAT and ESF 15 Public Affairs.
- Directs resource requests to the appropriate ESF 10 HAZMAT support agencies.
- Directs unmet requests for assistance to ESF 5 Planning & Analysis.

### **3.5 Support Agency Assignment of Responsibilities**

- Will integrate with and support the Macon-Bibb County Fire Department with HazMat incidents.

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

ESF 10 HAZMAT will report all activities to the ESF 5 Planning & Analysis for inclusion in the development of Incident Action Plans and Situational Reports. All public information reports regarding ESF 10 HAZMAT activity will be coordinated with ESF 15 Public Affairs.

In addition to the ECC, ESF 10 HAZMAT may provide personnel to field operations established in Macon-Bibb County, including but not limited to: Joint Field Offices, Joint Information Centers, and any other incident facility established to meet operational demands for each particular incident requiring the activation of the LEOP.

### **4.2 Communications**

ESF 5 Planning & Analysis will provide planning assistance to all ESFs listed in the LEOP. All ESFs will strive to develop operationally ready SOGs for inclusion in the LEOP. ESF 10 HAZMAT will meet as necessary to develop, review and refine SOGs that discuss specific operational processes and procedures.

### **4.3 Administration, Finance, and Logistics**

In conjunction with ESF 7 Logistics, ESF 10 HAZMAT will develop, review, refine and maintain lists of all resources currently available and under the control of the primary or support agencies listed in this plan. The development of these lists may be completed by several organizations and professional groups, which currently operate within this ESF. These resource lists should be compliant with the resource typing standards outlined in the National Incident Management System.

Resource requirements will be primarily determined by Incident Commanders, working with the Emergency Coordination Center. Resource requests flow from the Incident Commander to the ECC, and may be forwarded to the State Operations Center (or through the GEMA/HS Field Coordinator) as required. Existing local resources, intrastate mutual aid, donations, Voluntary Organizations Active in Disasters and Non-Governmental Organizations provide the initial source of personnel, vehicles, equipment, supplies and services to fulfill resource requests.

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required, when events or exercises identify a required change. All other maintenance will be conducted in accordance with the base plan.





# **Macon-Bibb County Emergency Operations Plan (EOP)**

## **ESF-11 Annex Agriculture**



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## ESF Coordinator and Support Agencies

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### ESF Coordinator

Macon-Bibb Cooperative Extension,  
ANR Agent

Bibb County Sheriff's Office Animal Services  
Shelter Manager

### Primary Agency

Macon-Bibb Cooperative Extension

Bibb County Sheriff's Office Animal Services

### Support Agencies

Bibb County Farm Bureau  
Clerk of the Commission

County Commission Clerk

Cultural Sites and Institutions

Faith-Based Archives

Historic Macon

Local Animal Rescues

Local Museums

Local Veterinarians

Macon Arts Alliance

Macon-Bibb County Health Department

Macon-Bibb County IT Department,  
GIS

Georgia Department of Agriculture

Macon-Bibb County Parks and Beautification

Macon-Bibb County Recreation

Macon-Bibb County Solid Waste

Mercer University Libraries

Middle Georgia Regional Library

Museum of Arts and Sciences

North Central Health District

Ocmulgee Mounds National Historical Park

Private/Public School Record Centers

Probate Court Clerk

Superior Court Clerk

Visit Macon

Historic Macon

## ESF-11 Agency Organization

ESF-11 has a broad range of roles and responsibilities. It is important to consider span of control with program planning, response and recovery roles and responsibilities. Designate an overall ESF-11 Lead for the county. Consider identifying a Program Lead/Supervisor for each of the 4 ESF-11 program areas:

- Disaster Management for Animals, Animal Industry and Wildlife
- Animal and Plant Diseases and Pests
- Natural Cultural and Historic Assets (NCHA) Protection and Preservation

### **Disaster Management for Animals, Animal Industry and Wildlife**

**Lead:** Bibb County Sherriff's Office Animal Services

**Support Agencies:**

Bibb County Farm Bureau

Local Animal Rescues

Local Veterinarians

Macon-Bibb County Health Department

Macon-Bibb County Solid Waste

### **Food Safety and Food Defense**

**Lead:** Macon-Bibb County Health Department

**Support Agencies:**

Georgia Department of Agriculture

### **Animal and Plant Diseases and Pests**

**Lead:** Macon-Bibb Cooperative Extension

**Support Agencies:**

Bibb County Sheriff's Office Animal Services

Local Veterinarians

Macon-Bibb County Health Department

### **Natural, Cultural and Historic Assets (NCHA) Protection, Preservation, and Recovery**

**Lead:** Historic Macon

**Support Agencies:**

Visit Macon

Cultural Sites and Institutions

Faith-Based Archives

Local Museums

|                                          |                                      |
|------------------------------------------|--------------------------------------|
| Macon Arts Alliance                      | Macon-Bibb County Health Department  |
| Macon-Bibb IT Department, GIS            | Macon-Bibb Parks and Beautification  |
| Macon-Bibb County Recreation             | Mercer University Libraries          |
| Middle Georgia Regional Library          | Museum of Arts and Sciences          |
| Ocmulgee Mounds National Historical Park | Private/Public School Record Centers |
| Probate Court Clerk                      | Superior Court Clerk                 |
| Clerk of the Commission                  |                                      |

\*Consider the development of NCH Regional Working Group based upon the GEMA H/S regions to further assist with coordination and strategic planning with the State NCH Working Group.

Additional partners include Economic Development and Tourism.

Georgia Heritage Responders are available in certain regions of Georgia. Reaching out to this contact for inclusion is recommended.

The National Heritage Responders, a team of trained volunteer conservators and collections care professionals, are available to provide advice on the phone via a free 24-hour hotline at **202.661. 8068**.

## 1.0 Introduction

---

ESF-11 is responsible for the coordination of mitigation, preparedness, response, and recovery activities to include developing, coordinating, and maintaining the ESF-11 SOP.

Due to the specific nature of incidents involved with ESF-11, some of these events require immediate elevation to State level agencies for action.

### 1.1 Purpose

ESF-11 Supports:

- Disaster Management for Animals, Animal Industry and Wildlife
- Food Safety and Food Defense
- Animal and Plant Diseases and Pests
- Agriterrorism and high consequence incident coordination support for the food and agriculture sector
- Natural, Cultural and Historic Resources (NCHR) Protection and Preservation

### 1.2 Scope

Functions of ESF-11 are broken into four (4) general areas with the goal of providing mitigation, response, and recovery to natural disasters, and/or acts of terrorism affecting animals, agriculture production, the food sector, and natural, cultural and historic assets, including essential government and historical records, as well as other natural, cultural and historic archival, artifactual, and artistic sites and collections.

#### **Disaster Management for Animals, Animal Industry and Wildlife**

This includes sheltering and protection of domestic and non-domestic animals. ESF-11 may provide limited assistance, if available, to exotic animal owners in case of emergency. It may also include emergency and routine veterinary medical care for these animals when needed. Wild animals should be left to their own survival instincts whenever possible.

Exotic animal owners are urged to maintain full preparation and response capabilities, as specialty facilities for exotic animals may not be available through Animal Services. Also, public safety considerations may severely limit disaster support for exotic animal evacuation or temporary housing, especially in the case of dangerous animals.

#### **Food Safety and Food Defense**

This includes Identifying, securing, and distributing food, bottled beverages, and supplies, and supporting the provision for sanitary food storage, distribution, and preparation during an emergency or disaster. Food safety and inspection activity is heightened upon notification of a potential or actual disaster or emergency by the Department of Public Health and/or Georgia Department of Agriculture.

### **Animal and Plant Diseases and Pests**

This includes animals and livestock; physical impacts or widespread damage to production agriculture; and the agricultural sector during an outbreak of a highly infectious/contagious or economically devastating animal/zoonotic disease, exotic plant disease, or plant pest infestation.

### **Natural and Cultural Historic Assets Protection and Preservation.**

This includes conservation, rehabilitation, recovery, and restoration of natural, cultural, and historic properties prior to, during, and after a man-made or natural disaster.



## 2.0 Concept of Operations

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### 2.1 General Concept

During an emergency or disaster, the ESF 11 Coordinators will serve as the principal point of contact for operations associated with ESF 11. The ESF Coordinators will oversee all ESF 11 operations and report to the Emergency Management Agency (EMA). If a disaster warrants Emergency Coordination Center (ECC) activation, some, or all, of ESF 11 personnel may be activated. The scope, scale, and magnitude of the threat/incident will dictate which support agencies will be requested for operations in the ECC.

ESF 11 Coordinator will designate a primary agency depending on the specific incident type for which they are activated. The primary agency for each incident will coordinate with appropriate ESFs and supporting agencies to ensure appropriate use, health, and safety of volunteers, and assigned workers.

Each supporting agency is responsible for managing its respective assets and resources after receiving direction from the primary agency for the incident.

Actions taken by ESF 11 to protect, conserve, rehabilitate, recover, and restore resources/assets may be conducted cooperatively with state and local incident management officials and with private entities. These actions are guided by the existing internal policies and procedures of the primary agency for each incident.

### 2.2 ESF Responsibilities

#### 2.2.1 General

1. Maintain liaison with the County ECC.
2. Coordinate emergency information for public release through ESF 15 Public Affairs.
3. Participate in planning meetings and exercises.
4. Ensure that all team members or support agencies maintain appropriate records of costs incurred during the event.
5. Ensure all ESF 11 personnel integrate NIMS and ICS principles in all phases of emergency management.
6. Trained in the use of WebEOC for the utilization of during disasters.

#### 2.2.2 Pre-Event Phase

1. Maintain normal day-to-day operations.
2. Develop a plan for manpower to sustain operations for multiple operational periods.
3. In coordination with the EMA, develop plans and procedures, organize personnel, and maintain a readiness posture.

4. Develop mutual aid agreements with professional associations and private agencies/organizations.

#### **2.2.2.1 Disaster Management for Animals, Animal Industry and Wildlife**

1. Working with ESF 15 Public Affairs, prepare public service announcements to increase public awareness regarding pet options and animal directives.
2. Develop plans for the protection, safety and security of service animals, companion animals and livestock, prior to, during, and after a natural or human-caused event including the response to an outbreak of a highly contagious animal/zoonotic disease.
3. Maintain a current list of kennels and veterinary hospitals within Macon-Bibb County.
4. Identify, survey, secure owner permission, and maintain a list of temporary livestock facilities to be used in the event of disaster.
5. Develop procedures to activate and deactivate livestock facilities and develop shelter operation guidelines.

#### **2.2.2.2 Food Safety and Food Defense**

1. Identify agencies and organizations capability for food safety inspections and monitoring and coordinate Memorandum of Understanding (MOU) with appropriate entities.
2. Identify proper state and federal agencies to contact in the event of suspicious activity contributing to adulterated food supplies.
3. Maintain procedures and responsibilities for food inspection and response to threatened food supplies.
4. Assess the availability of food supplies, storage facilities capable of storing dry, chilled, or frozen food, handling equipment and personnel available for support.
5. Develop notification procedures for suspected or adulterated food supplies.
6. Develop notification procedures for mobilizing food services, personnel, and resources.
7. Coordinate with ESF 6 Mass Care, the response to mass food distribution from secured sources.
8. Develop an operational plan which ensures timely distribution of food and drinking water.
9. Share links to web-based resources for food safety before and after disasters of cooperating agencies and organizations through Public Service Announcements.

#### **2.2.2.3 Animal and Plant Diseases and Pests**

1. Work with GDA, DNR, GFC, and UGA to provide for surveillance of foreign animal diseases or an animal disease, syndrome, chemical, poison, or toxin that may pose a substantial threat to the animal industries, the economy, or public health of the state.

2. Coordinate surveillance of pests which may pose a potential or substantial threat to agriculture, horticulture, the economy, or the public health of the state.

#### **2.2.2.4 Natural, Cultural and Historical Assets Protection and Preservation**

1. Work with partners to develop an inventory of natural, cultural, and historical societies and organizations and their adjacent management.
2. Work with MBC IT dept GIS to ensure all natural, cultural, and historical significant sites are geolocated.
3. In the event of a natural disaster that impacts natural, cultural, historical assets, work with partners to identify organizations that are associated with the impacted sites. Ensure we are able to restore and protect natural, cultural, and historically significant sites.
4. For any additional assistance, request assistance to the State Operations Center through a WebEOC resource request.

#### **2.2.3 Response Phase**

1. Activate the ESF upon the request of the EMA Director or designee.
2. Coordinate support from state and local partners.
3. Maintain records of expenditures and document resources utilized during response and recovery.

##### **2.2.3.1 Disaster Management for Animals, Animal Industry and Wildlife**

1. Designate displaced animal shelters and livestock facilities during animal response operations.
2. Manage and direct evacuation of animals from risk areas and provide technical assistance to prevent animal injury and disease dissemination.
3. Coordinate emergency animal sheltering and stabling for both large and small animals, including rescue and transportation to shelter.
4. Provide assistance and care for livestock and other animals impacted by the disaster.
5. Coordinate with ESF 7 Logistics regarding storage sites and staging areas for animal food and medical supplies.
6. Coordinate with supporting agencies, animal services volunteers, and volunteer agencies for additional animal emergency sheltering and stabling for both large and small animals.
7. Coordinate with Macon-Bibb County Solid Waste Department and ESF 8 Public Health & Medical for the removal and proper disposal of animal waste and dead animals.
8. Coordinate local emergency response with regional and state systems, as needed for additional personnel and equipment for triage and shelter facilities.

9. Obtain additional supplies, equipment, personnel, and technical assistance from support agencies and the private sector.
10. Support Georgia State Agriculture Response Team (GA-SART) during disease incidents as necessary.

#### **2.2.3.2 Food Safety and Food Defense**

1. Coordinate local emergency response with regional and state systems.
2. Provide guidance for immediate local protective actions and reports and establish communication with GDA and DHR, and the GA Food and Feed Rapid Response Team (GA RRT).
3. Work with local leadership to determine critical food needs of the affected population in terms of numbers of people and their location and share reports with state and federal nutrition services personnel, ESF 6 Mass Care and State ESF 11.
4. Coordinate with GDOE, DCAL, and DFACs for requirements for school nutrition and early learning, and elderly food access and implementation support. Coordinate with DFACs emergency DSNAP application requirements and distribution plans and reporting requirements.
5. Coordinate with ESF 6 Mass Care and community resources regarding logistical requirements and establishment of distribution sites, implementation requirements and delivery/distribution of secured food supplies. Provide daily situation reports to ESF 6 Mass Care and ESF 11 regarding disaster activities per state and federal guidance materials.
6. Secure additional food, transportation, equipment, cold chain equipment/storage, storage, receiving, and distribution facilities not available from existing inventories.
7. Refer victims needing additional food to volunteer and private agencies / organizations. Collaborate and liaison with existing County/Regional Organizations Active in Disaster (COAD).
8. Coordinate with appropriate law enforcement in events where contamination of the food supply with a chemical or biological agent may have been suspected or intentional. Also report these incidents to the State ESF 11 Coordinator and GDA Inspector General to initiate embargo, stop movement, trace activities, and commodity/food agency specific information sharing for any food that may have entered the supply chain.
9. Designate certain individuals to serve as expert points of contact for law enforcement.
10. Provide for communication, surveillance, and response with all appropriate agencies in response to an act of agro-terrorism.

#### **2.2.3.3 Animal and Plant Diseases and Pests**

1. Work with GDA and other appropriate state agencies to coordinate surveillance activities, the collection of samples, ensure proper packaging and handling, and deliver them to designated laboratories for testing.

2. Coordinate the crisis response and the resulting consequences, as well as cooperate with law enforcement officials in criminal investigations, and coordinate with GDA Inspector General and Emergency Management Director, if a terrorist act is suspected in connection with an agriculture, animal, or food incident.
3. Work with GDA to coordinate the decontamination and/or destruction of animals, plants, food, and their associated facilities as determined necessary in coordination with Unified Command which may be comprised of DNR EPD, EPA, GDA, USDA and FDA. A disposal plan must be approved by UC/regulatory authorities prior to final disposition.
4. Support GDA's efforts to quarantine, stop sale, stop movement, and place other restrictions under GDA authority of animals, plants, equipment, and products as necessary to control and eradicate diseases and pests.
5. Support national stop movement orders for foreign animal disease (FAD) incidents until released by State Animal Health Official (SAHO)/State Veterinarian.
6. Secure supplies, equipment, personnel and technical assistance from support agencies/organizations, and other resources to carry out the response plans associated with an animal health emergency or plant health emergency, or any act of agro-terrorism that may pose a substantial threat to food and agriculture or food and agriculture critical infrastructure.
7. Manage and direct evacuation of animals from risk areas and provide technical assistance to prevent animal injury and disease dissemination.
8. Determine need and implement requests for assistance through local mutual aid agreements or through GEMA/HS for state assistance.
9. Coordinate operations to assure occupational safety measures are followed. Utilize appropriate PPE for animal or plant disease incidents and food borne illness investigations. Follow biosecurity protocols to prevent further disease transmission.
10. Provide consultation and coordinate response for animal issues which impact animal or public health (disease outbreak, bioterrorist attack, waste and carcass disposal); and take reasonable measures to protect animals under emergency care from disease and injury.
11. Coordinate, triage, and establish follow-up medical care for animals.
12. Coordinate with ESF 10 HAZMAT for decontamination of animals if necessary and feasible.

#### **2.2.3.4 Natural, Cultural and Historical Assets Protection and Preservation**

1. Identify impacts to NCHR properties, and work with Historic Macon and Visit Macon to identify responsible parties.
2. Request assistance from the State Operations Center through WebEOC for technical assistance to public and private non-profit (PNP) NCHR properties in damage assessment.
3. Coordinate public information and provide updates for ESF 15 Public Affairs to distribute to the public and media.
4. If criminal activity is suspected, cooperate with the criminal investigation jointly with ESF 13 Law Enforcement.



### **2.2.4 Recovery Phase**

1. Continue response activities as required.
2. Coordinate damage assessment information from affected areas.
3. Work with JIS to develop messaging and actions to better facilitate recovery to food, agriculture, and NCHA, and other natural, cultural, and historic archival, artifactual, and artistic sites and collections institutions.
4. Restore equipment and supplies, sites and collections, to a normal state of operational readiness.
5. Resume day-to-day operations.
6. Maintain financial records on personnel, supplies, and other resources utilized. Report to EMA upon request.

#### **2.2.4.1 Disaster Management for Animals, Animal Industry and Wildlife**

1. Coordinate the consolidation or closing of animal shelters or confinement areas, personnel and supplies as the need diminishes.
2. Coordinate the phase-down of animal emergency services through various support agencies.
3. Organize and publicize lost and found data to achieve animal/owner reunification. Coordinate final return to owner, long-term maintenance, placement or disposition of animals that cannot be returned to their normal habitat or that have been separated from their owners.
4. Support state initiatives in repopulation of animals into recovered area.

#### **2.2.4.2 Food Safety and Food Defense**

1. Coordinate with ESF 6 Mass Care and the Macon Bibb County Health Department for nutrition assistance, and the safety and security of the commercial food supply which includes: identifying, securing, and coordinating the distribution of food, bottled beverages, and supplies to mass feeding sites and when necessary, to households; providing sanitary food storage, distribution, and preparation during an emergency or disaster.
2. Request inspections of food storage, food distribution and food preparation/processing facilities to prevent contaminated food from entering commerce.
3. Local BOH Environmental Health (EH), ensure facility standards are in place to protect the public and prevent widescale food safety/food defense incidents along with support agencies and/or the GA RRT personnel. Participate in special event planning and operations for food safety/food defense (i.e. G8, Olympics, Super Bowl, Final Four, etc.) EH and Epidemiologists conduct food borne illness and/or food defense investigations along with support agencies and/or GA RRT personnel.
4. Coordinate with JIS regarding food safety/food defense messaging criteria and associated protective measure actions and identify spokesperson(s) to relay that

food is safe to consume (i.e. following food contamination incident) and associated public health recommendations or actions.

#### **2.2.4.3 Animal and Plant Diseases and Pests**

1. Coordinate public information to provide updates to ESF 15 Public Affairs.
2. Work with state partners to ensure that safety and quarantine precautions and health-related issues are appropriately communicated to the public.
3. Continue to support growers, facilities, and organizations in normal day-to-day operations resume.

#### **2.2.4.4 Natural, Cultural and Historical Assets Protection and Preservation**

1. Coordinate with local, state, and federal agencies and public and private non-profit (PNP) partners to safely and appropriately reopen NCHR properties.
2. Request assistance from the state for preservation, scientific/technical, and records and archival management advice and information for stabilization, security, logistics, and contracting for recovery services of damaged natural, cultural, or historic assets, including essential governmental and historical records, and other archival, artifactual and artistic sites and collections.

#### **2.2.5 Plan Activation**

When an ESF 11 or a support agency is made aware of a threat or incident requiring the activation of this Annex, they will contact the ECC with all pertinent information.

When activated, the Bibb County Sheriff's Office Animal Services and Macon-Bibb Cooperative Extension with assistance from supporting departments and agencies, assesses and responds to requests for assistance with management, maintenance, planning and technical support of NCHA and/or agricultural infrastructure and networks.

During activation, the ESF 11 Coordinator serves as the point of contact and vets requests for ESF 11-related assistance that's received by the County ECC. The ESF 11 Coordinator then ensures mission assignment completion through direct support or by delegation to the appropriate support agency.

### **3.0 Organization and Assignment of Responsibilities**

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The ESF-11 Coordinators are the Bibb County Sheriff's Office Animal Services and Macon-Bibb Cooperative Extension.

Within the County ECC, the ESF 11 Coordinator will serve a dual role as the ESF 11 Coordinator and the Primary Agency Emergency Coordinator for agricultural and food safety operations and/or NCHA operations.

#### **3.1 ESF Coordinator**

- ESF-11 Coordinators will ensure the following:

- Designate Primary and Alternate Emergency Coordinators. The designees shall represent the agency in an emergency or disaster and provide operational support in the ECC when requested. Will provide briefings and transition briefings to onboarding staff or during operational shift changes.
- Sustain operational readiness through regular contact with primary and support agencies.
- Maintains a database of all agricultural emergency and/or NCHR, and other natural, cultural, and historic archival, artifactual, and artistic sites and collections assets.
- Lead planning meetings and participate in exercises.
- Develop SOGs and Job Aids to support emergency and disaster operations.
- Encourage support agencies to develop emergency operations plans (EOPs) that detail their support functions for ESF 11.
- Develop, maintain, and distribute this Annex.
- Coordinate with EMA Director, or designee, for training of staff that support ESF 11.
- Coordinate operational support and serve as liaison for ESF 11 support agencies.
- Coordinate with ESFs 5 Planning & Analysis, 6 Mass Care and 8 Public Health & Medical to establish or support existing mass feeding sites operated to ensure optimal access for public service based on emergency needs.
- Coordinate with ESF 8 Public Health & Medical regarding displaced animal sheltering and livestock facilities requirements or animal resource needs during an incident or based on emergency needs.
- Provide information on the status, threats/impacts, or restoration of agricultural or natural resources/assets. Generate, in a timely manner, information to be used in briefings, situation reports, and incident action plans.
- Identify, procure, prioritize, and track resources that are requested to support or are utilized for emergency or disaster operations.
- Acts as a liaison between ESF 11 and ESF 15 Public Affairs and coordinate public and emergency information and updates for distribution to the public and media.
- Support requests and directives resulting from GEMA/HS and/or other state agencies and federal partners concerning mitigation and/or re-development activities.
- Ensure appropriate records are maintained for personnel, supplies, and other resources utilized, and other costs incurred during the event.

### **3.2 Primary Agency Responsibilities**

- Attending regularly scheduled meetings to ensure planning functions are implemented to support this ESF.

- Conduct a needs analysis and prioritize the deployment of services based on available resources and critical needs as they relate to your area of responsibility.
- Assemble a list of assets available to support the recovery and coordinate this information with the ECC, coordinating with state and federal agencies, as needed.
- Participate in drills and exercises to evaluate local capabilities.
- Request contributions through volunteer organizations and private sector businesses.
- Agencies will develop and maintain lists of animal rescues, veterinarians, cultural sites and institutions, farmers, and historical sites and museums.
- Directs requests for assistance to the appropriate ESF 11 support agencies.
- Directs unmet requests for assistance to ESF 5 Planning & Analysis.
- Evaluate the availability, operational condition and duration of need; as well as logistical requirements necessary to obtain critically needed equipment.

### **3.2.1 Primary Agency - Disaster Management for Animals, Animal Industry and Wildlife**

Bibb County Sheriff's Office Animal Services assumes primary oversight of emergency or disaster operations pertaining to the safety and well-being of animals including companion animals. In support of this essential function, ESF 11: Follows PETs Act requirements regarding the evacuation and transportation of animals in disaster. Follows reporting and documentation requirements for reimbursement during a Stafford Act declaration and submits to EMA Director.

- Develop, maintain, and regularly update a list of animal emergency shelters and confinement areas for dogs, cats, horses, livestock, exotics, and wild animals.
- Manages and coordinates evacuation of animals from risk areas and provides technical assistance to prevent animal injury and disease dissemination.
- Manages and tracks the sheltering of livestock.
- Coordinates the animal medical services needed in animal shelters and animal confinement areas.
- Organizes triage and follow-up medical care with supporting agencies.
- Organizes and publicizes lost and found data to achieve animal/owner reunification in conjunction with ESF 11 partners.
- Provides consultation and coordinates response with ESF 8 Public Health & Medical and GDA regarding animal and plant issues which may impact public health.
- Utilizes local resource assistance and takes reasonable measures to provide veterinary treatment and humane care of animals during evacuation, sheltering, or re-entry operations.

- Assists support agencies with long term maintenance, placement, or disposition of animals which cannot be returned to their normal habitat, or which have been separated from their owners.
- To the extent possible, maintains a list of resources, shelters or confinements for exotic zoo animals and coordinates with DNR Law Enforcement Division who is the state lead for exotic animals.

### **3.2.2 Primary Agency - Food Safety and Food Defense**

Macon-Bibb County Health Department assumes primary oversight of emergency or disaster operations pertaining to the provision of nutrition assistance. In support of this essential function, ESF 11:

- Prepares agricultural and food safety and food defense plans and coordinates preparedness, response, recovery, and mitigation activities.
- In coordination with School Nutrition Program, DFACS, DECAL, volunteer organizations, identifies storage facilities to store or pre-stage food (including dry, chilled, or frozen) and drinking water in preparation for or during an emergency or disaster.
- Coordinates the assessment of the severity of an emergency or impacts of a disaster to determine critical feeding needs and scope of nutrition assistance.
- Identifies, secures, arranges for the transportation of food and drinking water to support congregate sheltering operations and congregate meal service in conjunction with ESF 6 Mass Care and/or ESF 8 Public Health & Medical. When possible, food and drinking water will be acquired from state-controlled wholesale and processor stocks and/or will use USDA food stocks.
- Coordinates the need for ice with ESF 7 Logistics.
- Coordinates with ESF 6 Mass Care on the USDA DSNAP in conjunction with GDA to assist citizens affected by an emergency or disaster.

Georgia Department of Agriculture assumes primary oversight of emergency or disaster operations pertaining to the safety and security of the commercial food supply. In support of this essential function, ESF 11:

- Facilitates training for first responders, community leaders, and the agricultural industry at the awareness level in agro-security, agro-terrorism, intentional adulteration, and/or food defense.
- Oversees operations during threats or incidents of agro-terrorism, intentional adulteration, and/or food defense that threaten natural resources.
- Consults with BOH, GDA Food Safety Division and GA RRT program leads who performs commercial food inspections to detect food-borne pathogens.
- Coordinates with State ESF 11 regarding the collection of samples and ensures proper packing, handling, and delivery of them to designated laboratories for



appropriate testing. Coordinates with the Food Emergency Response Network (FERN) POCs for surge laboratory sampling efforts.

- Contacts GDA who oversees the decontamination and/or destruction of food, equipment, transportation vehicles, and their associated facilities as determined necessary and according to an established disposal plan.
- Local BOH EH coordinates the recall, tracing, and disposal of adulterated food products, with assistance from the DPH EH, GDA, and/or the GA Food and Feed RRT program members when necessary. Consults with DNR EPD regarding disposal of CBRNE contaminated food products in coordination with GDA, EPA, USDA and FDA according to approved disposal plan.
- Requests assistance, through SOC, from DNR Radiological Emergency Coordinator and/or the National Guard 4<sup>th</sup> CST, Weapons of Mass Destruction Civil Support Teams to support rapid assessment and initial detection of chemical, biological, or radiological agents.
- Contacts GDA Food Safety and Meat Inspection Divisions, FDA and/or USDA FSIS who provides for the inspection and assessment of food animals, food production and manufacturing, retail food operations, food processing, food warehousing, food transportation, and food product storage facilities.
- Issues embargoes or stop orders as necessary to control food products, in conjunction with GDA authority.
- Issues closures of seafood harvest areas when seafood is affected in a manner that makes it unfit for human consumption, in conjunction with DNR authority.
- Coordinates with ESF-13 and ESF-8 during suspected or confirmed acts of agro-terrorism, intentional adulteration, food defense, and/or food-borne illness that threaten life safety.
- Support other events as a Support Agency.

### **3.2.3 Primary Agency - Animal and Plant Disease and Pest**

Macon-Bibb Cooperative Extension assumes primary oversight of emergency or disaster operations pertaining to responding to pests and diseases affecting plants and animals. In support of this essential function, ESF 11:

- Coordinates with volunteer agencies and other private sector entities to meet emergency or disaster responsibilities.
- Coordinate with state and ESF 8 Public Health & Medical on animal/veterinary/wildlife issues during outbreaks of zoonotic diseases.
- Provides support for surveillance of foreign or domestic animal diseases or an animal disease, syndrome, chemical, poison, or toxin that may pose a substantial threat to the animal industries, the economy, or public health.
- Coordinates with ESF 8 Public Health & Medical regarding surveillance initiatives and associated impacts and coordination with the animal and/or veterinary medical community.

- Secures supplies, equipment, personnel, and technical assistance from support agencies, organizations and other resources to support operations during an animal health emergency or any act of agro-terrorism.
- Provides for surveillance of pests which may pose a potential or substantial threat to agriculture, horticulture, economy, or public health.
- Supports the coordination and the collection of samples and ensures proper packing, handling, and delivery of them to designated laboratories for appropriate testing.
- Fosters awareness of surveillance techniques intended for early detection of animal health emergencies and agro-terrorism with local ESF 11 partners and educates community reps on biosecurity best practices.
- Organize triage and follow-up medical care for animals impacted by the emergency/disaster with supporting agencies and assistance from the private sector.
- Supports the issuance of quarantines, stops sale/use/movement of animals, plants, equipment, and products as necessary to control and eradicate diseases and pests, in conjunction with GDA authority.
- Coordinates the use of private sector entities and GVMA for support of ESF 11 field operations; and takes reasonable measures to provide veterinary treatment and humane care of animals.
- Requests assistance from GEMA for a National Guard 4<sup>th</sup> Civil Support Team (CST) to support rapid assessment and initial detection of chemical or biological agents.
- Supports the humane decontamination and/or destruction of animals, plants, food, and their associated facilities as determined necessary and according to established procedures.
- Supports agroterrorism and high consequence incidents that impact the food and agriculture sectors as a Support Agency.

### **3.2.4 Primary Agency – Natural, Cultural and Historical Assets Protection and Preservation**

Historic Macon assumes primary oversight of emergency or disaster operations pertaining to sustaining, protecting, and conserving NCHA assets. In support of this essential function, ESF 11:

- Develop and maintain an inventory of natural, cultural, and historical resources/assets that will be covered by this plan.
- Advises public and private non-profit (PNP) NCHA properties regarding technical assistance for prevention, mitigation and damage assessment and coordinates requests for assistance. PNPs are eligible for public assistance when they meet a few specific criteria issued by FEMA, and the majority of NCH institutions are PNPs open to the public.
- Provides preservation, scientific/technical, and records and archival management advice and information for stabilization, security, logistics, and contracting for recovery services of damaged NCH assets including essential government and historical records, and other natural, cultural and historic archival, artifactual, and artistic sites and collections.
- In conjunction with the Georgia Archives, Georgia Public Library Services,

Department of Community Affairs, Historic Preservation Division, and the Georgia Department of Natural Resources, Historic Preservation Division, manage, monitor, and assist in or conduct response and recovery actions to minimize damage to NCH resources, including essential governmental and historical records, and other natural, cultural, and historic archival, artifactual, and artistic sites and collections.

### **3.3 Support Agency Assignment of Responsibilities**

#### **Emergency Management Agency**

- Support primary agencies, as needed.

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

ESF 11 will report all activities to the ESF 5 Planning & Analysis for inclusion in the development of incident action plans and situational reports. All public information reports regarding ESF 11 activity will be coordinated with ESF 15 Public Affairs.

In addition to the ECC, ESF 11 may provide personnel to field operations established in Macon-Bibb County, including but not limited to: Joint Field Offices (JFO), Joint Information Centers (JIC), Disaster Recovery Centers and any other incident facility established to meet operational demands for each particular incident requiring the activation of the EOP.

### **4.2 Communications**

ESF 5 Planning & Analysis will provide planning assistance to all ESFs listed in the EOP. All ESFs will strive to develop operationally ready SOGs and Job Aids for inclusion in the EOP. ESF 11 will meet as necessary to develop, review and refine SOGs and Job Aids that discuss specific operational processes and procedures.

### **4.3 Administration, Finance, and Logistics**

In conjunction with ESF 7 Logistics, ESF 11 will develop, review, refine and maintain lists of all resources currently available and under the control of the primary or support agencies listed in this plan. The development of these lists may be completed by several organizations and professional groups, which currently operate within this ESF. These resource lists should be compliant with the resource typing standards outlined in the National Incident Management System (NIMS).

Resource requirements will be primarily determined by Incident Commanders, working with the ECC. Resource requests flow from the Incident Commander to the EOC and/or Area Command and may be forwarded to the State Operations Center (or through the GEMA/HS Field Coordinator) as required. Existing local resources, intrastate mutual

aid, donations, volunteer agencies and Non-Governmental Organizations (NGO) provide the initial source of personnel, vehicles, equipment, supplies and services to fulfill resource requests.

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required and when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan. |



## **Macon-Bibb County**

# **Emergency Operations Plan (EOP)**

## **ESF 12 Annex**

### **Utilities**



**June 2024**



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## ESF Coordinator and Support Agencies

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### ESF Coordinator

[Macon-Bibb County Facilities  
Management Director]

### Primary Agency

[Georgia Power Company  
Macon Water Authority  
Atlanta Gas Light ]

### Support Agencies

[Central Georgia EMC  
Flint Energies  
Macon-Bibb County Vehicle Maintenance  
Macon-Bibb County Facilities Management  
Mid-State Energy  
Southern Rivers Energy  
Tri County EMC ]



## 1.0 Introduction

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### 1.1 Purpose

To assess the extent of damage, provide information, and as necessary, coordinate the restoration of utility systems, fuel shortages, power outages and capacity shortages, water and sewage system failures which impact citizens and visitors during and after a disaster or emergency.

### 1.2 Scope

Utilities include producing, refining, transporting, generating, transmitting, conserving, building, and maintaining electric, natural gas, propane, petroleum energy system components, water and sewage systems. Damage to a system can have a rippling effect on supplies, distribution, or other transmission systems.

ESF 12 Utilities must work closely with local and state agencies, utility offices, utility suppliers and distributors to:

1. Address significant disruptions in utility and energy supplies for any reason, whether caused by physical disruption of energy transmission and distribution systems, unexpected operational failure of such systems, or unusual economic or political events.
2. Coordinate the provision of emergency supply and transportation of fuel, water, and the provision of emergency power to support immediate response operations.
3. Restore the regular supply of utilities to normalize community functioning.

## 2.0 Concept of Operations

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### 2.1 General Concept

During an emergency or disaster, the ESF 12 Coordinator will serve as the principal point of contact for operations associated with ESF 12 Utilities. The ESF Coordinator will oversee all ESF 12 operations and report to the Emergency Management Agency (EMA). If a disaster warrants Emergency Coordination Center (ECC) activation, some or all ESF 12 Utilities personnel may be activated and requested to send representatives to the ECC. The scope, scale, and magnitude of the threat/incident will dictate which support agencies that will be requested for operations in the ECC.

ESF 12 Utilities will closely coordinate with the electric, natural gas, propane, petroleum, water and sewage utilities operating in the county to ensure the integrity of power and water supply systems are maintained during emergencies and any damages incurred are repaired and services restored in an efficient and expedient manner. ESF 12 Utilities will have primary responsibility to monitor the availability of electric utility, the availability and supply of natural gas, supply and transportation of generation fuels, and emergency power. ESF 12 Utilities will also monitor and coordinate the restoration of electric and fuel services for normal community functioning.

Owners and operators of investor-owned (private) and public utilities systems shall be responsible for appropriate allocation of resources of personnel, equipment, and

services to maintain or restore utility service under their control. |

## **2.2 ESF Responsibilities**

### **2.2.1 General**

1. | Maintain liaison with the County ECC.
2. Coordinate emergency information for public release through ESF 15 Public Affairs.
3. Participate in planning meetings and exercises.
4. Ensure that all team members and support agencies maintain appropriate records of costs incurred during the event.
5. Provide energy emergency information, education, and conservation guidance to the public in coordination with the ECC and ESF 15 Public Affairs.
6. Ensure all ESF 12 Utilities personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.
7. Document matters that may be needed for inclusion in agency briefings, situation reports and action plans. |

### **2.2.2 Pre-Event Phase**

1. | Maintain normal day-to-day operations.
2. Develop a plan for manpower to sustain operations for multiple operational periods.
3. In coordination with the EMA, develop plans and procedures, organize personnel, and maintain a readiness posture.
4. In coordination with public and private utilities, ensure plans for restoring and repairing damaged utility systems are updated.
5. In coordination with public and private utilities, establish priorities to repair damaged energy systems and coordinate the provision of temporary, alternate, or interim sources of natural gas supply, petroleum fuels, water and sewage, and electric power.
6. Promote and assist in developing mutual assistance compacts with the suppliers of all power resources. |

### **2.2.3 Response Phase**

1. | Activate the ESF upon the request of the EMA Director or designee.
2. Analyze affected areas to determine operational priorities and emergency repair procedures with utility field personnel.
3. Recommend conservation measures.
4. Administer, as needed, statutory authorities for utility priorities and allocations.
5. In coordination with public and private utilities, prioritize rebuilding processes, if necessary, to restore services to affected areas.
6. Locate fuel for emergency operations.

7. Deploy necessary county resources, to include debris removal, in accordance with established priorities in response to an emergency.
8. Coordinate with ESF 1 Transportation for information regarding transport of critical energy supplies.
9. Plan for and coordinate security for vital energy supplies with ESF 13 Law Enforcement.
10. Maintain continual status of energy systems and the progress of restoration. Provide status of energy resources to the ECC.
11. Provide emergency information, education and conservation guidance for utilities to the public in coordination with ESF 15 Public Affairs.
12. Coordinate utility repair and restoration activities to include collecting and providing damage assessment data to ESF 3 Public Works. |

#### **2.2.4 Recovery Phase**

1. | Maintain coordination with all supporting agencies and organizations on operational priorities and emergency repair and restoration.
2. Continue to provide energy emergency information, education, and conservation guidance to the public in coordination with ESF 15 Public Affairs.
3. Anticipate, plan for arrival of, and coordinate with state ESF 12 Utilities personnel in the ECC and the Joint Field Office.
4. Anticipate and plan for mitigation measures.
5. Support requests and directives resulting from the Governor and/or the state concerning mitigation and/or redevelopment activities. |

#### **2.2.5 Plan Activation**

| When an ESF 12 Utilities or a support agency is made aware of a threat or incident requiring the activation of this Annex, they will contact the Emergency Coordination Center with all pertinent information.

When activated, the Georgia Power Company, Macon Water Authority, and Atlanta Gas Light, with assistance from supporting departments and agencies, assess and respond to requests for assistance with management, maintenance, planning and technical support of utility infrastructure and networks.

During activation, the ESF 12 Utilities Coordinator serves as the point of contact for requests for ESF 12-related assistance that are received by the County ECC. The ESF 12 Utilities Coordinator then ensures mission assignment completion through direct support or by delegation to the appropriate support agency. |

### **3.0 Organization and Assignment of Responsibilities**

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| The ESF 12 Utilities Coordinator is the Macon-Bibb County Facilities Management Director or their designee. The ESF 12 Utilities Coordinator is responsible for the

coordination of all ESF 12 Utilities administrative, management, planning, training, preparedness, mitigation, response, and recovery activities to include developing, coordinating, and maintaining the ESF 12 Utilities Standard Operating Guides (SOGs).

### **3.1 ESF Coordinator**

ESF 12 Coordinator will ensure the following:

- Primary and support agencies/departments/partners will designate Primary and Alternate Emergency Coordinators. The designees shall represent the agency in an emergency or disaster and provide operational support in the ECC when requested.
- Sustain operational readiness through regular contact with primary and support agencies.
- Participate in planning meetings and exercises.
- Develop, maintain, and distribute this Annex.
- Coordinate with EMA Director, or designee, for training of staff that support ESF 12.
- Acts as a liaison between ESF 12 Utilities and ESF 15 Public Affairs.
- Coordinate operational support for ESF 12 Utilities support agencies.
- Develop SOGs to support emergency and disaster operations, including processes for supplying fuel, power, water, and sewage to essential vehicles and facilities.
- Assist with coordinating local suppliers who can provide priority fuel and power sources to essential services.
- Identify, procure, prioritize, and track resources that are requested to support or are utilized for emergency or disaster operations.
- Oversee the coordination management of resources, facilities, and equipment.
- Develop and maintain current directories of suppliers of utility services and products.
- Assemble a list of energy and utility related assets available to support recovery and coordinate this information with the ECC.
- Request volunteer agencies and private resources with assets to contribute those assets to the response effort.

### **3.2 Primary Agency Assignment of Responsibilities**

- Prepares utility plans and coordinates preparedness, response, recovery, and mitigation activities.
- Conducts regular ESF 12 Utilities meetings and conference calls.
- Maintains ongoing contact with ESF 12 Utilities primary and support agencies.
- Ensures that ESF 12 Utilities Primary and Support Emergency Coordinators maintain operational readiness and training as designated by the EMA Director.
- Directs requests for assistance to the appropriate ESF 12 Utilities support agencies.

- Directs unmet requests for assistance to ESF 5 Planning & Analysis.
- Evaluate the availability, operational condition, and duration of need as well as logistical support requirements necessary to obtain critically needed equipment.
- Develop procedures to obtain additional private sector support as required.
- Coordinate the following activities:
  - o Geographic areas and number of customers that are expected to be most severely impacted, if available.
  - o Status of a major generating unit outages.
  - o Expected duration of event.
  - o Explanations of utilities planned actions and recommendations of agency actions in support of the utilities.
- Develop maintenance and protection arrangements for consolidated energy and utility response and recovery.
- Contact electric, gas, telephone, water, sewage, utilities, and industry coordinating groups serving the emergency area to obtain information about damage and/or assistance needed in their areas of operation.
- Monitor procedures followed by the individual utilities during a generating capacity shortage on their systems and the procedures followed by all utilities to ensure coordinated statewide action and communication.
- Coordinate with industry trade groups and associations to obtain needed fuel supplies.

### **3.3 Support Agency Assignment of Responsibilities**

- Assess the need for and prioritize the deployment of services based on available resources and critical needs as they related to your responsibility. Also, to develop procedures to obtain additional private sector support as required.
- Assemble a list of energy and utility related assets available to support recovery and coordinate this information with the ECC.
- Evaluate the availability, operational condition, and duration of need as well as logistical support requirements necessary to obtain critically needed equipment.

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

ESF 12 Utilities will report all activities to the ESF 5 Planning & Analysis for inclusion in the development of incident action plans and situational reports. All public information reports regarding ESF 12 Utilities activity will be coordinated with ESF 15 Public Affairs.

In addition to the ECC, ESF 12 Utilities may provide personnel to field operations



established in Macon-Bibb County, including but not limited to: Joint Field Offices (JFO), Joint Information Centers (JIC), Disaster Recovery Centers and any other incident facility established to meet operational demands for each particular incident requiring the activation of the LEOP.

## **4.2 Communications**

The ESF 5 Planning & Analysis will provide planning assistance to all ESFs listed in the LEOP. All ESFs will strive to develop operationally ready SOGs for inclusion in the LEOP. ESF 12 Utilities will meet as necessary to develop, review and refine SOGs that discuss specific operational processes and procedures.

## **4.3 Administration, Finance, and Logistics**

In conjunction with ESF 7 Logistics, ESF 12 Utilities will develop, review, refine and maintain lists of all resources currently available and under the control of the primary or support agencies listed in this plan. The development of these lists may be completed by several organizations and professional groups, which currently operate within this ESF. These resource lists should be compliant with the resource typing standards outlined in the National Incident Management System (NIMS).

Resource requirements will be primarily determined by Incident Commanders, working with the Emergency Coordination Center. Resource requests flow from the Incident Commander to the ECC and may be forwarded to the State Operations Center (or through the Georgia Emergency Management and Homeland Security Agency Field Coordinator) as required. Existing local resources, intrastate mutual aid, donations, Voluntary Organizations Active in Disasters (VOAD) and Non-Governmental Organizations (NGO) provide the initial source of personnel, vehicles, equipment, supplies and services to fulfill resource requests.

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required and when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan.



# **Macon-Bibb County**

## **Local Emergency Operations Plan**

### **ESF 13 Annex**

### **Law Enforcement**



**June 2024**

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## ESF Coordinator and Support Agencies

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### ESF Coordinator

Macon-Bibb County Sheriff

### Primary Agency

Macon-Bibb County Sheriff's Office

### Support Agencies

Macon-Bibb County Lake Tobosofkee  
Department

Macon-Bibb County Coroner's Office

## **1.0 Introduction**

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### **1.1 Purpose**

1. To provide countywide law enforcement capabilities and resources to support the full range of incident management activities associated with potential or actual disaster or emergency.
2. To coordinate and manage victim recovery, deceased identification, and mortuary services.
3. To provide personnel and resources to county response and recovery operations as requested.

### **1.2 Scope**

ESF 13 Law Enforcement oversees public safety to include law enforcement, animal services, victim recovery, and deceased identification and mortuary services. The Bibb County Sheriff's Office assumes primary responsibility for the coordination of law enforcement resources.

## **2.0 Concept of Operations**

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### **2.1 General Concept**

During an emergency or disaster, the ESF 13 Law Enforcement Coordinator will serve as the principle point of contact for operations associated with ESF 13 Law Enforcement. The ESF Coordinator will oversee all ESF 13 Law Enforcement operations and reports to the Emergency Management Agency (EMA). If a disaster warrants Emergency Coordination Center (ECC) activation, some or all of ESF 13 Law Enforcement agencies may be activated. The scope, scale, and magnitude of the threat/incident will dictate which support agencies will be requested for support of ESF 13 Law Enforcement operations in the ECC.

### **2.2 ESF Responsibilities**

#### **2.2.1 General**

1. Maintain liaison with the County ECC.
2. Coordinate emergency information for public release through ESF 15 Public Affairs.
3. Participate in planning meetings and exercises.
4. Ensure that all team members or support agencies maintain appropriate records of costs incurred during the event.

#### **2.2.2 Pre-Event Phase**

1. Maintain normal day-to-day operations.

2. Develop a plan for manpower to sustain operations for multiple operational periods.
3. Select and train personnel to serve in the ECC.
4. Develop methods and procedures for responding to and complying with requests for resources.
5. Develop and train ESF 13 Law Enforcement personnel on Macon-Bibb County emergency procurement procedures for acquiring supplies, resources, and equipment.
6. Develop and regularly update a list of all agencies (public and private) that have the capability to provide law enforcement, security services, animal services, victim recovery, and mortuary services.
7. Participate in exercises and training to validate this annex and supporting Standard Operating Procedures (SOPs).
8. Analyze hazards and determine law enforcement requirements.
9. Develop Memorandums of Understanding or Agreement (MOU/MOA) with supporting law enforcement agencies.
10. Analyze hazards, critical facilities, determine law enforcement requirements, and develop plans to preposition assets.
11. Establish MOU/MOA with other county coroner's offices who may be needed for assistance in a mass fatality event.
12. Establish and maintain standards for human remains recovery operations.
13. Establish and maintain human remains recovery support and reporting procedures.
14. Recruit, train, and certify recovery personnel.
15. Develop an inventory of resources and establish a record keeping system.
16. Conduct or participate in exercises to evaluate recovery response capability.
17. Conduct and/or support community education programs on survival.
18. Ensure all ESF 13 Law Enforcement personnel integrate the National Incident Management System (NIMS) and Incident Command System (ICS) principles in all planning and preparedness initiatives.
19. Establish and maintain deceased identification teams.

### **2.2.3 Response Phase**

1. Alert those agencies whose have personnel, equipment, or other resources that may be needed for use in the current emergency response.
2. Establish a resource tracking and accounting system, including management reports.
3. Assess initial reports to identify potential resource needs. Provide warning and communications assistance in support of ESF 2 Technology & Communications.

4. Staff the ECC as requested.
5. Coordinate security for critical facilities, as needed.
6. Support evacuation plans with traffic control, communications, area patrols and security for shelters, as needed.
7. Control entry and exit of vehicles and individual access to restricted areas and the emergency/disaster area.
8. Continue operations necessary to protect people and property.
9. Respond to requests for incidents requiring the victim recovery services.
10. Activate deceased identification teams, as needed.
11. ESF 13 will work with ESF 2 Technology & Communications to establish a designated radio channel for Mortuary Services.
12. Retain victim identification records.
13. Coordinate Disaster Mortuary Operational Response Teams (DMORT) teams and services through existing MOUs and Emergency Management Assistance Compact (EMAC) agreements.
14. Coordinate with ESF 15 Public Affairs to establish next-of-kin reunification and notification details.
15. Maintain detailed records using proper NIMS forms for all equipment used, damaged, and lost.
16. Records are to be kept by all personnel and/or departments regarding hours worked, injuries, fatalities, and all other human resources related data.
17. Coordinate emergency information for public release through ESF 15 Public Affairs.

#### **2.2.4 Recovery Phase**

1. Continue to conduct law enforcement activities as long as necessary to support ongoing response operations with direction from the Executive Policy Group.
2. Anticipate and plan for arrival of and coordination with state or federal ESF 13 Law Enforcement personnel in the ECC and the Joint Field Office (JFO).
3. Assist in return of evacuees.
4. Maintain detailed records using proper NIMS/ICS forms for all equipment used, damaged, and lost.
5. Records are to be kept by all personnel and/or departments regarding hours worked, injuries, fatalities, and all other human resources related data.



### **2.2.5 Plan Activation**

When an ESF 13 Law Enforcement or a support agency is made aware of a threat or incident requiring the activation of this Annex, they will contact EMA or the Emergency Coordination Center with all pertinent information.

When activated, the Macon-Bibb County Sheriff's Office, with assistance from supporting departments and agencies, assesses and responds to requests for assistance with management, maintenance, planning and technical support of law enforcement infrastructure and networks.

During activation, the ESF 13 Law Enforcement Coordinator serves as the point of contact for requests for ESF 13 Law Enforcement-related assistance that's received by the County ECC. The ESF 13 Law Enforcement Coordinator then ensures mission assignment completion through direct support or by delegation to the appropriate support agency.

## **3.0 Organization and Assignment of Responsibilities**

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The ESF 13 Law Enforcement Coordinator is the Bibb County Sheriff or their designee. Within the County ECC, the ESF 13 Law Enforcement Coordinator will serve a dual role as the ESF 13 Law Enforcement Coordinator and the Primary Agency Emergency Coordinator for all law enforcement operations.

### **3.1 ESF Coordinator**

ESF 13 Law Enforcement Coordinator will ensure the following:

- Designate Primary and Alternate Emergency Coordinators. The designees shall represent the agency in an emergency or disaster and provide operational support in the EOC when requested.
- Sustain operational readiness through regular contact with primary and support agencies.
- Lead planning meetings and participate in exercises.
- Develop Standard Operating Guides (SOGs) to support emergency and disaster operations.
- Develop, maintain, and distribute this Annex.
- Coordinate with EMA Director, or designee, for training of staff that support ESF 13 Law Enforcement.
- Coordinate operational support for ESF 13 Law Enforcement support agencies.
- Coordinate the movement and flow of supplies and resources into and out of impacted areas for effective, efficient use of relief supplies, personnel, and equipment.
- Identify, procure, prioritize, and track resources that are requested to support or are utilized for emergency or disaster operations.

### **3.2 Primary Agency Assignment of Responsibilities**

- Prepares law enforcement plans and coordinates prevention, protection, response, recovery, and mitigation activities.
- Conducts regular ESF 13 Law Enforcement meetings and conference calls.
- Maintains ongoing contact with ESF 13 Law Enforcement primary and support agencies.
- Ensures that ESF 13 Law Enforcement Primary and Support Emergency Coordinators maintain operational readiness by taking required training courses.
- Acts as a liaison between ESF 13 Law Enforcement and ESF 15 Public Affairs.
- Directs requests for assistance to the appropriate ESF 13 Law Enforcement support agencies.
- Directs unmet requests for assistance to EMA or ESF 5 Planning & Analysis.
- Provides updates on the status of ESF 13 Law Enforcement mission assignments to EMA, ESF 5 Planning & Analysis, and other entities external to ESF 13 Law Enforcement.
- Generates information to be used in briefings, situation reports, and incident action plans.
- Oversees the provision of law enforcement assets in coordination with ESF 1 Transportation to support the movement of supplies, resources, and personnel.
- Coordinates all requests for assistance for resources and supplies.
- Identifies, procures, prioritizes, and tracks resources that are requested to support or are utilized for emergency and disaster operations.

### **3.3 Responsibilities of Support Agencies**

- Provide support to Bibb County Sheriff's Office in making personnel, vehicles, and equipment available as needed to assist in fulfilling emergency law enforcement needs prior to, during or immediately following an emergency or disaster incident.
- Assess the overall status of the resource and supply needs within the ESF and begin determination of potential future resource needs.
- Provide support to the county, as able.
- Working with ESF 7 Logistics, provide security for disaster relief goods and provide temporary storage of those goods.
- Provide independent investigations to determine Cause and Manner of Death in all homicide, suicide, accident, and all natural deaths that are sudden, unexpected, or medically unattended.
- Assist in the protection of the public's health and safety.
- Coordinate in deceased identification and mortuary services during emergencies/disasters.

- Maintain appropriate documentation of expenditures and resources.

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

ESF 13 Law Enforcement will report all activities to the ESF 5 Planning & Analysis for inclusion in the development of incident action plans and situational reports. All public information reports regarding ESF 13 Law Enforcement activity will be coordinated with ESF 15 Public Affairs.

In addition to the ECC, ESF 13 Law Enforcement may provide personnel to field operations established in Macon-Bibb County, including but not limited to: Joint Field Offices (JFO), Joint Information Centers (JIC), Disaster Recovery Centers and any other incident facility established to meet operational demands for each incident requiring the activation of the LEOP.

### **4.2 Communications**

The ESF 5 Planning & Analysis will provide planning assistance to all ESFs listed in the LEOP. All ESFs will strive to develop operationally ready SOGs for inclusion in the LEOP. ESF 13 Law Enforcement will meet as necessary to develop, review and refine SOGs that discuss specific operational processes and procedures.

### **4.3 Administration, Finance, and Logistics**

In conjunction with ESF 7 Logistics, ESF 13 Law Enforcement will develop, review, refine and maintain lists of all resources currently available and under the control of the primary or support agencies listed in this plan. The development of these lists may be completed by several organizations and professional groups, which currently operate within this ESF. These resource lists should be compliant with the resource typing standards outlined in the National Incident Management System (NIMS).

Resource requirements will be primarily determined by Incident Commanders, working with the Emergency Coordination Center. Resource requests flow from the Incident Commander to the ECC, and may be forwarded to the State Operations Center (or through the GEMA/HS Field Coordinator) as required. Existing local resources, intrastate mutual aid, donations, Voluntary Organizations Active in Disasters (VOAD) and Non-Governmental Organizations (NGO) provide the initial source of personnel, vehicles, equipment, supplies, and services to fulfill resource requests.

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required and when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan.



## **Macon-Bibb County**

# **Emergency Operations Plan (EOP)**

## **ESF 14 Annex**

### **Recovery**



July 2024

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## ESF Coordinator and Support Agencies

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### ESF Coordinator

|Macon-Bibb County Director of Finance

### Primary Agency

|Macon-Bibb County Finance  
Department|

### Support Agencies

|Macon-Bibb County Emergency  
Management Agency

Macon-Bibb County Human Resources

Macon-Bibb County Internal Audit

Macon-Bibb County Tax Commissioner |

## **1.0 Introduction**

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### **1.1 Purpose**

To provide a framework and direct support for the Macon-Bibb County Government's management and documentation of all aspects of the county's recovery process from emergencies and disasters. The recovery includes all governmental agencies but also nongovernmental organizations, and the private sector.

### **1.2 Scope**

Recovery will provide coordination during large-scale or catastrophic incidents that require assistance to address significant long-term impacts in the affected area (e.g., impacts on housing, businesses and employment, community infrastructure, and social services).

ESF 14 Recovery must work closely with local and state agencies and other partnering agencies to:

1. Develop plans and Standard Operating Guides (SOGs) for the documentation and management of all costs associated with the response and recovery operations pertaining to emergencies/disasters affecting Macon-Bibb County.
2. Develop SOGs for the documentation and management all work hours (including overtime), injury reports, and deaths for all county worker, partners, volunteers, and contractors that are working for Macon-Bibb County in response and recovery operations.
3. Facilitate the application of loss reduction building science expertise to the rebuilding of critical infrastructure.
4. Track funding for all response, recovery, and mitigation projects.

## **2.0 Concept of Operations**

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### **2.1 General Concept**

During an emergency or disaster, ESF 14 Recovery will collect, maintain, audit, and insure all SOGs are followed for documentation associated with costs and human resources data during response and recovery operations for emergencies/disasters affecting Macon-Bibb County. ESF 14 Recovery will coordinate work with governmental agencies, non-governmental organizations, and private-sector organizations to conduct to develop proper documentation for submission to the state and the federal governments for disaster support funds and resources.

### **2.2 ESF Responsibilities**

#### **2.2.1 General**

1. Maintain liaison with the County ECC.
2. Participate in planning meetings and exercises.



3. Ensure that all team members and support agencies maintain appropriate records of costs incurred during the event.
4. Document matters that may be needed for inclusion in agency briefings, situation reports and action plans. |

### **2.2.2 Pre-Event Phase**

1. |Maintain normal day-to-day operations.
2. Develop a plan for staff to sustain operations for multiple operational periods.
3. In coordination with the EMA, develop plans, procedures, and templates, organize personnel, and maintain a readiness posture.
4. Develop a SOG for managing the documentation for workers during the response and recovery operations for emergencies/disasters affecting Macon-Bibb County.
5. Develop a SOG for managing all costs associated with response and recovery operations for emergencies/disasters affecting Macon-Bibb County.
6. Working with the EMA, train all ESFs on the SOGs covering costs and human resources data.
7. Ensure all ESF 14 Recovery personnel are trained in and integrate NIMS and ICS principles in all planning and preparedness initiatives. |

### **2.2.3 Response Phase**

1. |Activate the ESF upon the request of the EMA Director or designee.
2. Ensure all SOGs associated with costs and human resources data are followed during response and recovery operations for emergencies/disasters affecting Macon-Bibb County. |

### **2.2.4 Recovery Phase**

1. |Continue to follow SOGs associated with the documentation of costs and human resources data during recovery operations for emergencies/disasters affecting Macon-Bibb County.
2. Perform audits for financial and human resources records.
3. Collect, analyze, and maintain all financial and human resources records for the incident and prepare reports and documentation for delivery to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) and the Federal Emergency Management Agency (FEMA).
4. Support requests and directives resulting from the state and/or federal government concerning mitigation and/or re-development activities.
5. Once Macon-Bibb County has been declared a disaster under the Robert T. Stafford Act, the commission may start the process of disaster tax refunds for major and destroyed properties. See Addendum 1 to issue disaster tax options. |

### **2.2.5 Plan Activation**

When Macon-Bibb County Emergency Management is made aware of a threat or incident requiring the activation of this Annex, they will contact the ESF Coordinator with all pertinent information.

When activated, the Macon-Bibb County Finance Department, with assistance from supporting agencies, assesses and responds to requests for assistance with the documentation or costs and human resources data.

During activation, the ESF 14 Recovery Coordinator serves as the point of contact for requests for ESF 14-related assistance that are received by the County ECC. The ESF 14 Recovery Coordinator then ensures requests are fulfilled through direct support or by delegation to the appropriate support agency.

## **3.0 Organization and Assignment of Responsibilities**

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The ESF 14 Recovery Coordinator is the Director of Finance. The ESF 14 Recovery Coordinator is responsible for the coordination of all ESF 14 administrative, management, planning, training, preparedness, mitigation, response, and recovery activities to include developing, coordinating, and maintaining the ESF 14 SOGs.

### **3.1 ESF Coordinator**

ESF 14 Coordinator will ensure the following:

- Primary and support agencies/departments/partners will designate Primary and Alternate Emergency Coordinators. The designees shall represent the agency in an emergency or disaster and provide operational support in the ECC when requested.
- Sustain operational readiness through regular contact with primary and support agencies.
- Participate in planning meetings and exercises.
- Develop, maintain, and distribute this Annex.
- Coordinate with EMA Director, or designee, for training of staff that support ESF 14.
- Acts as a liaison between ESF 14 Recovery and all other ESF partners.
- Coordinate operational support for ESF 14 support agencies.
- Develop Standard Operating Guides (SOGs) to support emergency and disaster operations.
- Oversee the coordination management of resources, facilities, and equipment.

### **3.2 Primary Agency Assignment of Responsibilities**

- Prepares communications plans and coordinates prevention, protection, response, recovery, and mitigation activities.
- Conducts regular ESF 14 meetings and conference calls.

- Maintains ongoing contact with ESF 14 primary and support agencies.
- Ensures that ESF 14 Primary and Support Emergency Coordinators maintain operational readiness and training as designated by the EMA Director.
- Directs requests for assistance to the appropriate ESF 14 support agencies.
- Directs unmet requests for assistance to the Emergency Management Agency.
- Evaluate the availability, operational condition, and duration of need as well as logistical support requirements necessary to obtain critically needed equipment.
- Develop procedures to obtain additional private sector support as required. |

### **3.3 Support Agency Assignment of Responsibilities**

- Assist in the training and dissemination of incurred cost documentation methods and resources to Macon-Bibb County ESF Partners.
- Assist in the training and dissemination of human resources data documentation methods and resources to Macon-Bibb County ESF Partners. |

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

ESF 14 will report all activities to the ESF 5 Planning & Analysis for inclusion in the development of incident action plans and situational reports.

In addition to the ECC, ESF 14 Recovery may provide personnel to field operations, including but not limited to: Joint Field Offices (JFO), Joint Information Centers (JIC), Disaster Recovery Centers and any other incident facility established to meet operational demands for each particular incident requiring the activation of the LEOP.

### **4.2 Communications**

The ESF 5 Planning & Analysis will provide planning assistance to all ESFs listed in the LEOP. All ESFs will strive to develop operationally ready SOGs for inclusion in the LEOP. ESF 14 Recovery will meet as necessary to develop, review and refine SOGs and templates that discuss specific operational processes and procedures. |

### **4.3 Administration, Finance, and Logistics**

ESF 14 Recovery will develop, review, refine and maintain templates and organizational data needed to document personnel hours and costs associated with disasters and emergencies. These resource lists should be compliant with FEMA requirements, the FEMA Schedule of Equipment Rates, and the resource typing standards outlined in the National Incident Management System (NIMS).

Resource requirements will be primarily determined by Incident Commanders, working with the Emergency Coordination Center. Resource requests flow from the Incident Commander to the ECC and may be forwarded to the State Operations Center (or through the GEMA/HS Field Coordinator) as required. Existing local resources,

intrastate mutual aid, donations, Voluntary Organizations Active in Disasters (VOAD) and Non-Governmental Organizations (NGO) provide the initial source of personnel, vehicles, equipment, supplies and services to fulfill resource requests. |

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required and when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan.



**Macon-Bibb County**  
**Emergency Management Agency**  
**Established 1961**

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**Disaster Tax Refund Optional Mechanism Pursuant to O.C.G.A. § 48-5-33.**

**DATE OF PUBLICATION: February 5, 2024**

## **PURPOSE:**

Provide guidance to all persons who would be involved in the disaster refund process if the plan is adopted by the EMA Director and is eventually put forward for the Commission to approve the issuance of tax refunds/reductions pursuant to O.C.G.A. § 48-5-33.

The following actions and tax reduction/refund may only be implemented in the event of a national disaster at a declared disaster area as declared under the federal Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. Sections 5121-5207. The tax refunds/reductions<sup>1</sup>, if approved by the Commission, are issued to property owners of properties in the disaster area which are determined to be “major” damaged or “destroyed” as defined in the Federal Emergency Management Agency Preliminary Damage Assessment Guide.

The Commission may determine whether to issue these refunds on a case-by-case basis each time a qualifying disaster occurs. The Commission cannot be bound to issue refunds in response to every qualifying disaster. If the Commission chooses to issue a refund, it must issue the refund to every affected property owner who owns a “major” damaged or “destroyed” property.<sup>2</sup> The tax refunds will be paid to the property owners proportionally from each of the entities which receive millage rate taxes from the respective taxpayers receiving the refund.

## **NECESSARY STEPS TO ADDRESS REAL PROPERTY DAMAGE CAUSED BY NATURAL DISASTERS BY REDUCING AD VALOREM TAX BILLS:**

### **EMA DIRECTOR**

1. Ask County Attorney’s Office to confirm the applicable law has not changed since the date of publication, February 5, 2023 and that the procedure herein should not be altered.
2. If you have not already done so, designate and adopt rules for determining whether damage to structure is sufficient to result in reduced ad valorem taxes. Code Section allows use of “the *most recent edition* of the Federal Emergency Management Agency Preliminary Damage Assessment Guide (“FEMA Guide”), or any other similar guide established by the federal government. The code language appears to designate the FEMA Guide as the sole guidebook for the purpose of making damage determinations, but also appreciates that the name of the FEMA Guide, agency issuing, or other changes may cause the pertinent guide to be published under another name.
3. Take the following actions in the Macon-Bibb County disaster area(s) after a Stafford Act disaster:
  - a. Travel the disaster area(s) and determine whether degree of damage is sufficient to qualify as “major” or “destroyed” as defined in the FEMA Guide.

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<sup>1</sup> For the sake of brevity, the term “refunds” will be used for the remainder of this memo to address both tax refunds and tax reductions.

<sup>2</sup> The Commission may choose to set different refund payment rates or amounts for “major” damage and “destroyed” properties, but otherwise the Commission does not have the authority to make any other distinctions regarding the rate or amount refunded to eligible property owners.



- b. Create a damage report which contains the local address and tax parcel number of each “major” or “destroyed” building. The report shall not include damage to personal property such as vehicles, personal items, tools, furniture, etc. or any real property other than buildings.
- c. Submit damage report to Tax Assessor to verify tax parcel and address where damage occurred.

## TAX ASSESSOR

1. Verify the tax parcel and address for each property the EMA Director determines suffered “major” damage or was “destroyed” in the disaster. The Tax Assessor is not responsible for verifying if the reported structures comply with the “major” damage or “destroyed” criteria.<sup>3</sup> However, the Tax Assessor needs to denote in the Tax Assessor’s Report it produces from the EMA Director’s report whether each property suffered “major” damage or was destroyed based upon representations made regarding the properties in the EMA Director’s report.
2. Submit Tax Assessor’s Report of tax parcels and addresses of properties which suffered “major” damage or were destroyed to the Tax Commissioner.

## TAX COMMISSIONER

1. Issue determination of tax parcel number and address where real property damage as reported by EMA Director as “major” damage or “destroyed” occurred. Tax Commissioner is not responsible for verifying if the reported structures comply with the “major” damage or “destroyed” criteria.<sup>4</sup>
2. Upon adoption of resolution by Commission, issue tax refunds as written in the Resolution to property owners in damage report in accordance with O.C.G.A. § 48-5-380. The tax refunds will be paid proportionally from each of the entities which receive millage rate taxes from the respective tax payers receiving the refund.

## COUNTY ATTORNEY’S OFFICE / COMMISSION ACTIONS

1. Coordinate with Mayor, County Manager, to determine the budget for refunds and how the refund will be issued.
2. Draft a resolution for adoption by the Commission to reduce ad valorem tax years for the specified tax year in which the damage occurred for all properties on the damage report. There is no need for the property owners to apply to receive this tax reduction. The reductions may be implemented as either a reduction of the tax bill or a refund. The funds would come from Macon-Bibb County funds and not from School Board funds (the School Board may also approve refunds using the process described herein, but the School Board is not subject to refund decisions by the Macon-Bibb County Commission).<sup>5</sup> The Commission may reduce the tax amount owed for properties on damage report in one of four ways:
  - a. Set a percentage reduction for all properties on damage report.
  - b. Set a percentage reduction for all “destroyed” properties and a lower percentage reduction for all “major” damaged properties.
  - c. One flat dollar amount for all properties on the damage report.

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<sup>3</sup> It is required by law pursuant to O.C.G.A. § 48-5-33(c)(4) that the Tax Commissioner determine the proper tax parcels for each damaged or destroyed property despite the fact that the Tax Assessor performs that function. The Tax Commissioner may comply with the applicable law by stating that the determination of the proper tax parcels was made based upon review of information provided by the Tax Assessor.

<sup>4</sup> It is required by law pursuant to O.C.G.A. § 48-5-33(c)(4) that the Tax Commissioner determine the proper tax parcels for each damaged or destroyed property despite the fact that the Tax Assessor performs that function. The Tax Commissioner may comply with the applicable law by stating that the determination of the proper tax parcels was made based upon review of information provided by the Tax Assessor.

<sup>5</sup> See O.C.G.A. § 48-5-33(a)(5) and O.C.G.A. § 48-5-33(d)(3).

- d. One flat dollar amount for all “destroyed” properties and a separate set dollar amount for all “major” damaged properties.



# **Macon-Bibb County**

## **Emergency Operations Plan (EOP)**

### **ESF 15 Annex**

### **Public Affairs**



June 2024

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## ESF Coordinator and Support Agencies

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### ESF Coordinator

[Macon-Bibb County Chief  
Communications Officer ]

### Primary Agency

[Macon-Bibb County Office of  
Communications]

### Support Agencies

[Bibb County Sheriff's Office  
Bibb County Board of Education  
Visit Macon

Macon-Bibb County Emergency  
Management Agency

Department of Public Health

## 1.0 Introduction

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### 1.1 Purpose

An educated and aware community is better able to prepare, respond, and recover from threats and hazards affecting it.

ESF 15 Public Affairs coordinates, develops, and distributes timely, accurate, and concise information to the public before, during, and after emergencies and disasters so that it has the ability to be prepared and to make the best possible decisions to remain safe.

### 1.2 Scope

ESF 15 Public Affairs will work closely with relevant partners to provide clear, concise, accurate, timely, and coordinated information about emergencies and disasters to the public about:

- Ways people and organizations can prepare;
- How the government and partners prepare;
- How it affects the community;
- Actions taken by the government and partners during and after;
- Actions needing to be taken by the public during and after;

ESF 15 Public Affairs will also make every effort to prevent and counter rumors and inaccurate information.

To accomplish its goals, ESF 15 Public Affairs will work with agencies ahead of time to develop strategies and plans on the creation and distribution of information, and it will manage the Joint Information Center, should it be activated.

## 2.0 Concept of Operations

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### 2.1 General Concept

During an emergency or disaster, the ESF 15 Public Affairs Coordinator will serve as the principal point of contact for operations associated with ESF 15 Public Affairs. The ESF Coordinator will oversee all ESF 15 Public Affairs operations and report to the Emergency Management Agency (EMA). If a disaster warrants Emergency Coordination Center (ECC) activation, some or all ESF 15 Public Affairs personnel may be activated. The scope, scale, and magnitude of the threat/incident will dictate which support agencies that will be requested for operations in the ECC.

ESF 15 Public Affairs will closely coordinate with partnering agencies to develop and disseminate timely public messages. ESF 15 Public Affairs will have primary responsibility for the coordination of public messaging for the county. ESF 15 Public Affairs will also monitor for misinformation and coordinate with the local, state, and national media to ensure accurate information is reaching the public.

All county and partnering agencies are to coordinate with ESF-15 before sharing information on social or traditional media platforms.

## 2.2 ESF Responsibilities

### 2.2.1 General

1. Maintain staff in the County ECC during activation.
2. Coordinate and provide emergency information, education, and guidance to the public.
3. Participate in planning meetings and exercises.
4. Ensure that all team members and support agencies maintain appropriate records of costs incurred during the event.
5. Document matters that may be needed for inclusion in agency briefings, situation reports, and action plans.
6. Coordinate with State Operations Center (SOC) to develop and provide advanced media releases for releases involving Georgia Emergency Management and Homeland Security Agency (GEMA/HS) or other state agencies.
7. Coordinate with partners and other jurisdictions that share the media market. |

### 2.2.2 Pre-Event Phase

1. Maintain normal day-to-day operations.
2. Develop a plan for staff to sustain operations for multiple operational periods.
3. In coordination with the EMA, develop plans, procedures, and templates.
4. Develop a SOG that includes locations and organizational structure of a Joint Information Centers (JIC) to facilitate all media relations during emergencies/disasters.
5. In coordination with partners, conduct disaster awareness initiatives and education through dissemination of information through multiple communication mediums.
6. Assist partners with ESF responsibilities, such as media releases and information distribution.
7. Maintain an up-to-date media directory.
8. Establish communication resources to provide people with sensory disability (e.g., visual and hearing impaired) and non-English speaking persons with emergency management information regarding emergencies or disasters.
9. Participate in training and exercises to evaluate public information capacity. |

### 2.2.3 Response Phase

1. Activate the ESF and/or JIC upon the request of the EMA Director or designee.
2. Develop and maintain a system for disseminating information through a variety of channels.
3. Provide a designated area for media briefings and/or press conferences, and conduct briefings in a timely manner, as needed.



4. Establish media responsibilities and appropriate spokespersons from the Macon-Bibb County Government and partners. |

### **2.2.4 Recovery Phase**

1. Provide public safety and disaster assistance information, education, and guidance to the public.
2. Anticipate, plan for arrival of, and coordinate with state ESF 15 Public Affairs personnel in the ECC and the Joint Field Office. |

### **2.2.5 Plan Activation**

When an ESF 15 Public Affairs or a support agency is made aware of a threat or incident requiring the activation of this Annex, they will contact EMA or the Emergency Coordination Center with all pertinent information.

When activated, ESF 15 Public Affairs will provide communications coordination, planning, and technical support **for the county and ESF partners, as needed.**

During activation, the ESF 15 Public Affairs Coordinator serves as the point of contact for requests for ESF 15-related assistance received by the County ECC. The ESF 15 Public Affairs Coordinator then ensures mission assignment completion through direct support or by delegation to the appropriate partner. |

## **3.0 Organization and Assignment of Responsibilities**

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The ESF 15 Public Affairs Coordinator is the Chief Communications Officer.

Within the County ECC, the ESF 15 Public Affairs Coordinator will serve a dual role as the ESF 15 Public Affairs Coordinator and the Primary Agency Emergency Coordinator for all public affairs operations. |

### **3.1 ESF Coordinator**

ESF 15 Public Affairs Coordinator will ensure the following:

- All partners have designated primary and alternate communication coordinators. Designee should represent the agency in all emergency or disaster needs.
- Sustain operational readiness through regular contact with primary and support agencies.
- Participate in planning meetings and exercises.
- Develop, maintain, and distribute this Annex.
- Coordinate with EMA Director, or designee, for training of staff that support ESF 15 Public Affairs.
- Acts as a liaison between ESF 15 Public Affairs partners.
- Coordinate operational support for ESF 15 Public Affairs support agencies.
- Assist with coordinating local, state, and national media.

- Develop and maintain current directories of services that facilitate communication with people who have sensory disability (e.g., visual and hearing impaired) and/or non-English speaking persons. |

### **3.2 Primary Agency Assignment of Responsibilities**

- Prepares communications plans and coordinates with partners and jurisdictions.
- Conducts regular ESF 15 Public Affairs meetings and conference calls.
- Maintains ongoing contact with ESF 15 Public Affairs partners and ensures that communication coordinators maintain operational readiness and training.
- Directs requests for communications assistance to the appropriate ESF 15 Public Affairs support agencies.
- Directs unmet requests for communications assistance to the Emergency Management Agency.
- Develop procedures to obtain additional private sector support as required. |

### **3.3 Support Agency Assignment of Responsibilities**

- Assist the County Office of Communications with the formation and operations of the JIC.
- Assist in the dissemination of public information to visitors and work directly with hotels, motels, and other venues in sharing information to guests during incidents of significance.
- Provide data to and aid in the development of the County's collaborative message. |

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

ESF 15 Public Affairs will report all activities to ESF 5 Planning & Analysis for inclusion in the development of incident action plans and situational reports.

In addition to the ECC, ESF 15 Public Affairs may provide personnel to field operations established in Macon-Bibb County, including but not limited to: Joint Field Offices (JFO), Joint Information Centers (JIC), Disaster Recovery Centers and any other incident facility established to meet operational demands for each particular incident requiring the activation of the EOP.

### **4.2 Communications**

ESF 5 Planning & Analysis will provide planning assistance to all ESFs. All ESFs will strive to develop operationally ready SOGs for inclusion in the EOP. ESF 15 Public Affairs will meet as necessary to develop, review and refine SOGs that discuss specific operational processes and procedures. |

### **4.3 Administration, Finance, and Logistics**

In conjunction with ESF 7 Logistics, ESF 15 Public Affairs will develop, review, refine and maintain lists of all resources currently available and under the control of the primary or support agencies listed in this plan. The development of these lists may be completed by several organizations and professional groups, which currently operate within this ESF. These resource lists should be compliant with the resource typing standards outlined in the National Incident Management System (NIMS).

Resource requirements will be primarily determined by Incident Commanders, working with the Emergency Coordination Center. Resource requests flow from the Incident Commander to the ECC and may be forwarded to the State Operations Center or through the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) as required. Existing local resources, intrastate mutual aid, donations, Voluntary Organizations Active in Disasters (VOAD) and Non-Governmental Organizations (NGO) provide the initial source of personnel, vehicles, equipment, supplies and services to fulfill resource requests. |

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required and when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan.



# **Macon-Bibb County**

## **Emergency Operations Plan (EOP)**

### **ESF 16 Annex**

### **Debris Management**



June 2024

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## ESF Coordinator and Support Agencies

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### ESF Coordinator

Macon-Bibb County Parks and  
Beautification Director

### Support Agencies

Macon-Bibb County Public Works Department  
Macon-Bibb County Solid Waste Department

### Primary Agency

Macon-Bibb County Parks and  
Beautification Department

## **1.0 Introduction**

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### **1.1 Purpose**

1. To provide for the coordination, direction, policies, responsibilities, and procedures for the expedited clearing of roads, right-a-ways, bridges, public property, and buildings and the management of Macon-Bibb County debris during an emergency or a disaster situation.
2. To define roles and responsibilities and provide guidance for the removal and disposition of debris caused by emergencies and disasters, (hereafter referred to as an incident).
3. To facilitate and coordinate the management of debris following an incident in order to mitigate against any potential threats to lives, health, safety and welfare of the impacted residents, expedite search and rescue and/or recovery efforts of impacted area(s).

### **1.2 Scope**

ESF 16 Debris Management operations encompasses all clearing and desposal of debris on roads, right-a-ways, bridges, public property, and buildings as a result of an emergency or a disaster. The Macon-Bibb County Parks and Beautification Department assumes primary responsibility for the coordination of these resources.

## **2.0 Concept of Operations**

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### **2.1 General Concept**

During an emergency or disaster, the ESF 16 Debris Management Coordinator will serve as the principle point of contact for operations associated with ESF 16 Debris Management. The ESF Coordinator will oversee all ESF 16 Debris Management operations and report to the Emergency Management Agency (EMA). If a disaster warrants Emergency Coordination Center (ECC) activation, some or all of ESF 16 Debris Management personnel may be activated. The scope, scale, and magnitude of the threat/incident will dictate which support agencies that will be requested for operations in the ECC.

### **2.2 ESF Responsibilities**

#### **2.2.1 General**

1. Maintain liaison with the County ECC.
2. Designate and train personnel to serve in the ECC.
3. Coordinate emergency information for public release through ESF 15 Public Affairs.
4. Participate in planning meetings, trainings, and exercises.
5. Ensure that all team members or support agencies maintain appropriate records of costs incurred during the event.



### **2.2.2 Pre-Event Phase**

1. Maintain normal day-to-day operations.
2. Develop a plan for manpower to sustain operations for multiple operational periods.
3. In coordination with the EMA, develop plans and procedures, organize personnel, and maintain a readiness posture.
4. Train staff on safety procedures regarding post disaster/emergency conditions.
5. Develop procedures to implement this plan.
6. Identify hazards that may affect roadways, rights-of-way, bridges, and storm sewers, both natural and man-made.
7. Develop preventive measures for the identified hazards.
8. Tree canopy maintenance and prevention.
9. Public properties are to be identified and designated as Temporary Debris Staging and Reduction (TDSR) sites as well as temporary storage sites. In the event the incident was manmade, all debris must be treated as evidence. In such instances, the overall responsibility and security of the debris will fall under the Bibb County Sheriff's Office.
10. Identify and train personnel to serve in the ECC.
11. Participation in pre-planning activities, such as pre-positioning of equipment, staff/contractor deployment, and acquiring any other resources required which includes public properties that may be required for temporary debris storage locations.
12. Maintain agreements and working relationships with supporting agencies/departments.
13. Identify and establish pre-disaster contracts with debris monitors and debris removal companies.
14. Establish county standard operating procedures (SOPs) for the various types of debris in a post incident situation.
15. Develop and maintain a debris management plan.

### **2.2.3 Response Phase**

1. Activate the ESF upon the request of the EMA Director or designee.
2. Working with ESF 12 Utilities, begin emergency debris operations from roadways, rights-of-way, bridges, and storm drains. Priority will be based on the restoration of essential and emergency services.
3. Debris removal operations will be limited to clearing of roadways and debris to reopen roadways and restore utilities.
4. Participation in needs/damage assessments immediately following the incident, including estimating the amount of debris generated as soon as possible.
5. Designate staff to determine the estimated amount of debris generated as soon as it is safe to do so.

6. Select and define the estimating methods to be used. The damaged area(s) can be assessed either visually or through aerial photography. One method to estimate debris is to conduct a windshield damage assessment and estimate the amount of debris visually. A second method is an aerial survey by either light plane, helicopter, or unmanned aircraft system (UAS). Once the area(s) have been assessed, actions can be taken to implement the first phase of debris clearing procedures and institute requests for additional resources, if required.
7. Plan for and establish relief resources to replace or rotate with command resources for extended operations.
8. Document any lost or damaged equipment and any personnel or equipment accidents.

#### **2.2.4 Recovery Phase**

1. Begin removal and disposal of debris as deemed necessary to ensure continued health and safety, protection of the environment, and finally, returning the community back to its original state.
2. Working with ESF 12 Utilities to provide essential sanitation support, including street cleaning and general waste collection services. Determine the number of Temporary Debris Storage and Reduction (TDSR) sites and locations of these sites for the collection and processing of debris.
3. Prioritize which sites will be opened based on the amount of debris estimated, the nature and location of the incident. Priorities will be:
  - First Priority: Pre determined TDSR sites
  - Second Priority: Public property within the damaged area
  - Last Priority: Private property
4. Identify the preparatory actions needed after sites have been selected.
5. Develop and execute Memorandum of Understanding/Agreement (MOUs/MOAs) as needed if the location is not owned and operated by the Macon-Bibb County Government.
6. Solid Waste staff along with the appropriate Hazardous Waste Disposal Services Contractors will be coordinating and performing the removal of all Household Hazardous Waste (HHW) and other hazardous waste to a designated location in accordance with all applicable legislation and regulations.
7. This ESF is also responsible for managing all private contractors who are hired to monitor and collect debris following an incident.
8. Coordinate with ESF 15 Public Affairs to development coordinated messages aimed at educating the public on actions they can/should perform to expedite the cleanup process. These actions include separating debris, segregating Household Hazardous Waste (HHW) and recyclables, placing waste at curbside, keeping waste away from fire hydrants and valves, and how to report debris and illegal dumping.

9. Conduct reviews of incident actions with teams involved to improve future operations.
10. Inventory any lost or damaged equipment and record any personnel injuries or equipment accidents.

### **2.2.5 Plan Activation**

When an ESF 16 Debris Management or a support agency is made aware of a threat or incident requiring the activation of this Annex, they will contact the Emergency Coordination Center with all pertinent information.

When activated, the Macon-Bibb County Parks and Beautification Department with assistance from supporting departments and agencies, assesses and responds to requests for assistance with management, maintenance, planning and technical support of debris management operations.

During activation, the ESF 16 Debris Management Coordinator serves as the point of contact for requests for ESF 16 Debris Management - related assistance that's received by the County ECC. The ESF 16 Debris Management Coordinator then ensures mission assignment completion through direct support or by delegation to the appropriate support agency.

## **3.0 Organization and Assignment of Responsibilities**

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The ESF 16 Debris Management Coordinator is the Macon-Bibb County Parks and Beautification Director.

Within the County ECC, the ESF 16 Debris Management Coordinator will serve a dual role as the ESF 16 Debris Management Coordinator and the Primary Agency Emergency Coordinator for all debris management operations.

### **3.1 ESF Coordinator**

ESF 16 Debris Management Coordinator will ensure the following:

- Designate Primary and Alternate Emergency Coordinators. The designees shall represent the agency in an emergency or disaster and provide operational support in the ECC when requested.
- Sustain operational readiness through regular contact with primary and support agencies.
- Coordinates all planning, preparedness, response and recovery activities regarding debris management.
- Lead planning meetings and participate in exercises.
- Develop Standard Operating Guides (SOGs) to support emergency and disaster operations.
- Working with EMA, identify and establish pre-disaster contracts with debris monitors and debris removal companies.

- Working with EMA, develop, maintain, and distribute this Annex.
- Coordinate with EMA Director, or designee, for training of staff that support ESF 16 Debris Management.
- Coordinate operational support for ESF 16 Debris Management support agencies.
- Identify, procure, prioritize, and track debris management resources that are requested to support or are utilized for emergency or disaster operations.
- Provides updates on the status of ESF 16 Debris Management mission assignments to ESF 5 Planning & Analysis and other entities external to ESF 16 Debris Management.
- Coordinate with ESF 7 Logistics in the provision of debris management resources to impacted areas.
- Acts as a liaison between ESF 16 Debris Management and ESF 15 Public Affairs.
- Generates information to be used in briefings, situation reports, and incident action plans.

### **3.2 Primary Agency Assignment of Responsibilities**

- Prepares debris management plans and coordinates preparedness, response, recovery, and mitigation activities.
- Working with EMA and Macon-Bibb County Procurement, develop and establish pre-disaster contracts with debris monitors and debris removal companies.
- Conducts regular ESF 16 Debris Management meetings and conference calls.
- Maintains ongoing contact with ESF 16 Debris Management primary and support agencies.
- Ensures that ESF 16 Debris Management Primary and Support Emergency Coordinators maintain operational readiness by taking required training courses.
- Directs requests for assistance to the appropriate ESF 16 Debris Management support agencies.
- Directs unmet requests for assistance to ESF 5 Planning & Analysis.

### **3.3 Support Agencies Assignment of Responsibilities**

- Assist in the development of debris management plans, TDSR sites, contracts, MOUs/MOAs, and SOGs.
- Assist in the removal of debris on public property, roadways, bridges, and rights-of-way.
- Assist in the disposal of debris following a disaster.

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

ESF 16 Debris Management will report all activities to the ESF 5 Planning & Analysis for inclusion in the development of incident action plans and situational reports. All public information reports regarding ESF 16 Debris Management activity will be coordinated with ESF 15 Public Affairs.

In addition to the ECC, ESF 16 Debris Management may provide personnel to field operations established in Macon-Bibb County, including but not limited to: Joint Field Offices (JFO), Joint Information Centers (JIC), Disaster Recovery Centers and any other incident facility established to meet operational demands for each particular incident requiring the activation of the LEOP.

### **4.2 Communications**

The ESF 5 Planning & Analysis will provide planning assistance to all ESFs listed in the LEOP. All ESFs will strive to develop operationally ready SOGs for inclusion in the LEOP. ESF 16 Debris Management will meet as necessary to develop, review and refine SOGs that discuss specific operational processes and procedures.

### **4.3 Administration, Finance, and Logistics**

In conjunction with ESF 7 Logistics, ESF 16 Debris Management will develop, review, refine and maintain lists of all resources currently available and under the control of the primary or support agencies listed in this plan. The development of these lists may be completed by several organizations and professional groups, which currently operate within this ESF. These resource lists should be compliant with the resource typing standards outlined in the National Incident Management System (NIMS).

Resource requirements will be primarily determined by Incident Commanders, working with the Emergency Coordination Center. Resource requests flow from the Incident Commander to the ECC, and may be forwarded to the State Operations Center (or through the Georgia Emergency Management and Homeland Security Agency Field Coordinator) as required. Existing local resources, intrastate mutual aid, donations, Voluntary Organizations Active in Disasters and Non-Governmental Organizations (NGO) provide the initial source of personnel, vehicles, equipment, supplies and services to fulfill resource requests.

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required and when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan.





# **Macon-Bibb County**

## **Emergency Operations Plan (EOP)**

### **ESF 17 Annex**

### **Damage Assessment**



**June 2024**

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## ESF Coordinator and Support Agencies

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### ESF Coordinator

Macon-Bibb County Code Enforcement  
Director

### Support Agencies

Macon-Bibb County Tax Assessor  
Macon-Bibb County Tax Commissioner

### Primary Agency

Macon-Bibb County Code Enforcement

## **1.0 Introduction**

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### **1.1 Purpose**

1. To provide uniform policies for timely assessment of damages resulting from a natural or manmade disaster within Macon-Bibb County during an emergency or a disaster situation.
2. To provide damage assessment direction, policies, responsibilities, and procedures for disseminating timely, accurate, and easily understood damage information to the Emergency Coordination Center (ECC) after a disaster or emergency situation.

### **1.2 Scope**

ESF 17 Damage Assessment operations encompasses assessment of disaster caused damage to property, the environment, businesses, non-profit entities, and to public and government-owned assets. Damages to all of these must be assessed to determine a priority of response efforts and to determine eligibility for various forms of disaster aid. The Macon-Bibb County Code Enforcement assumes primary responsibility for the coordination of damage assessment.

## **2.0 Concept of Operations**

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### **2.1 General Concept**

During an emergency or disaster, the ESF 17 Damage Assessment Coordinator will serve as the principle point of contact for operations associated with ESF 17 Damage Assessment. The ESF Coordinator will oversee all ESF 17 Damage Assessment operations and reports to the Emergency Management Agency (EMA). If a disaster warrants Emergency Coordination Center (ECC) activation, some or all ESF 17 Damage Assessment personnel may be activated. The scope, scale, and magnitude of the threat/incident will dictate which support agencies that will be requested for support of ESF 17 Damage Assessment operations in the ECC.

### **2.2 ESF Responsibilities**

#### **2.2.1 General**

1. Maintain liaison with the County ECC.
2. Coordinate emergency information for public release through ESF 15 Public Affairs.
3. Participate in planning meetings and exercises.
4. Ensure that all team members or support agencies maintain appropriate records of costs incurred during the event.

#### **2.2.2 Pre-Event Phase**

1. Maintain normal day-to-day operations.
2. Develop a plan for manpower to sustain operations for multiple operational periods.

3. In coordination with the EMA, develop plans and procedures, organize personnel, and maintain a readiness posture.
4. Code Enforcement will strive to ensure all public and private buildings in Macon-Bibb County meet or exceed current building and property maintenance codes, as defined by county ordinances.
5. Train personnel to create Damage Assessment Teams, which includes training in Individual and Public Assistance, Crisis Track, or other software systems, as required.
6. Provide annual training to inspectors on utilization of information collection process / system.
7. Develop and maintain maps integrated with tax database.
8. Ensure all ESF 17 Damage Assessment personnel have been properly trained in their respective damage assessment mission roles.
9. Ensure all ESF 17 Damage Assessment personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.
10. Develop and maintain a transportation resources list by type and availability for your agency.

### **2.2.3 Response Phase**

1. After the immediate threat has passed following a disaster/emergency, EMA will work with ESFs 2 Technology & Communications, 4 Firefighting, and 13 Law Enforcement to gather data on impacted areas of the County.
2. Emergency Management will coordinate with the state providing damage assessment data as soon as it is able to be sent. This coordination will include a local Declaration of Emergency issued by the Mayor of Macon-Bibb County.
3. The EMA Director will submit a request to ESF 17 Damage Assessment to conduct a Preliminary Damage Assessment (PDA) if it is deemed necessary.
4. PDA teams are to be deployed to affected areas to perform PDA duties using the Crisis Track application on their cell phones or tablets.
5. All data is submitted to the Crisis Track system where it is compiled to produce PDA forms for submission to Georgia Emergency Management and Homeland Security Agency (GEMA/HS).
6. Report damage to vehicles and equipment to the County ECC.

### **2.2.4 Recovery Phase**

1. EMA will then submit the prepared forms along with the requests for a State Emergency Declaration to GEMA/HS. Based on the results of the PDA, GEMA/HS will make recommendations to the Governor for further action.
2. The PDA may cross over into the Recovery phase based upon the level of damages and conditions. Additional inspections in coordination with Georgia Emergency Management and Homeland Security Agency (GEMA/HS) and FEMA may be required

due to areas being cleared and allowing access during this phase.

3. ESF 17 Damage Assessment will work closely with ESF 14 Recovery on calculating the damage received for submission to GEMA/HS.

4. ESF 17 Damage Assessment will work with any and all requests from the state and federal damage assessment teams to verify damages.

5. Once Macon-Bibb County is declared by the President, teams of federal and state inspectors will inspect damaged public facilities with a county representative and determine what aid, if any, may be due.

6. Other inspectors will verify damages suffered by individuals and businesses that have registered with FEMA.

7. Report damage to vehicles and equipment to the EMA.

### **2.2.5 Plan Activation**

When an ESF 17 Damage Assessment or a support agency is made aware of a threat or incident requiring the activation of this Annex, they will contact the Emergency Coordination Center with all pertinent information.

When activated, the Macon-Bibb County Code Enforcement Department with assistance from supporting departments and agencies, assesses and responds to requests for assistance with management, maintenance, planning and technical support of transportation infrastructure and networks.

During activation, the ESF 17 Damage Assessment Coordinator serves as the point of contact for requests for ESF 17 Damage Assessment - related assistance that's received by the County ECC. The ESF 17 Damage Assessment Coordinator then ensures mission assignment completion through direct support or by delegation to the appropriate support agency.

## **3.0 Organization and Assignment of Responsibilities**

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The ESF 17 Damage Assessment Coordinator is the Macon-Bibb County Code Enforcement Department Director.

Within the County ECC, the ESF 17 Damage Assessment Coordinator will serve a dual role as the ESF 17 Damage Assessment Coordinator and the Primary Agency Emergency Coordinator for damage assessment operations.

### **3.1 ESF Coordinator**

ESF 17 Damage Assessment Coordinator will ensure the following:

- Designate Primary and Alternate Emergency Coordinators. The designees shall represent the agency in an emergency or disaster and provide operational support in the ECC when requested.
- Sustain operational readiness through regular contact with primary and support agencies.

- Lead planning meetings and participate in exercises.
- Develop Standard Operating Guides (SOGs) to support emergency and disaster operations.
- Develop, maintain, and distribute this Annex.
- Coordinate with EMA Director, or designee, for training of staff that support ESF 17 Damage Assessment.
- Coordinate operational support for ESF 17 Damage Assessment support agencies.

### **3.2 Primary Agency Assignment of Responsibilities**

- Prepares damage assessment plans and coordinates preparedness, response, recovery, and mitigation activities pertaining to transportation.
- Develop, recruit, and train PDA teams for use after a disaster/emergency strikes Macon-Bibb County.
- Lead and direct those PDA team in their assessments and insure data is collected and compiled to produce PDA forms for submission to GEMA/HS.
- Conducts regular ESF 17 Damage Assessment meetings and conference calls.
- Maintains ongoing contact with ESF 17 Damage Assessment primary and support agencies.
- Ensures that ESF 17 Damage Assessment Primary and Support Emergency Coordinators maintain operational readiness by taking required training courses.
- Acts as a liaison between ESF 17 Damage Assessment and ESF 15 Public Affairs.
- Directs requests for assistance to the appropriate ESF 17 Damage Assessment support agencies.
- Directs unmet requests for assistance to ESF 5 Planning & Analysis.
- Provides updates on the status of ESF 17 Damage Assessment mission assignments to ESF 5 Planning & Analysis, and other entities external to ESF 17 Damage Assessment.
- Generates information to be used in briefings, situation reports, and incident action plans.

### **3.3 Support Agency Assignment of Responsibilities**

#### **Macon-Bibb County Tax Assessor's Office**

- Update and maintain PDA forms, maps, and databases that integrate updated property records and values.
- Assist Code Enforcement in the compiling of data to produce PDA forms for submission to GEMA/HS.

#### **Macon-Bibb County Tax Commissioner's Office**



- Assist in the implementation of the disaster tax credits after properties have been identified as major or destroyed following a disaster.

## **4.0 Direction, Control, and Coordination**

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### **4.1 Information Collection and Dissemination**

ESF 17 Damage Assessment will report all activities to the ESF 5 Planning & Analysis for inclusion in the development of incident action plans and situational reports. All public information reports regarding ESF 17 Damage Assessment activity will be coordinated with ESF 15 Public Affairs.

In addition to the ECC, ESF 17 Damage Assessment may provide personnel to field operations established in Macon-Bibb County, including but not limited to: Joint Field Offices (JFO), Joint Information Centers (JIC), Disaster Recovery Centers and any other incident facility established to meet operational demands for each particular incident requiring the activation of the LEOP.

### **4.2 Communications**

The ESF 5 Planning & Analysis will provide planning assistance to all ESFs listed in the LEOP. All ESFs will strive to develop operationally ready SOGs for inclusion in the EOP. ESF 17 Damage Assessment will meet as necessary to develop, review and refine SOGs that discuss specific operational processes and procedures.

### **4.3 Administration, Finance, and Logistics**

In conjunction with ESF 7 Logistics, ESF 17 Damage Assessment will develop, review, refine and maintain lists of all resources currently available and under the control of the primary or support agencies listed in this plan. The development of these lists may be completed by several organizations and professional groups, which currently operate within this ESF. These resource lists should be compliant with the resource typing standards outlined in the National Incident Management System (NIMS).

Resource requirements will be primarily determined by Incident Commanders, working with the Emergency Coordination Center. Resource requests flow from the Incident Commander to the ECC and may be forwarded to the State Operations Center (or through the GEMA/HS Field Coordinator) as required. Existing local resources, intrastate mutual aid, donations, Voluntary Organizations Active in Disasters (VOAD) and Non-Governmental Organizations (NGO) provide the initial source of personnel, vehicles, equipment, supplies and services to fulfill resource requests.

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required & when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan.



# **Macon-Bibb County**

## **Emergency Operations Plan (EOP)**

### **ESF 18 Annex**

### **Business and Industry**



June 2024

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## ESF Coordinator and Support Agencies

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### ESF Coordinator

[Macon-Bibb County Industrial Authority  
Executive Director ]

### Primary Agency

[Macon-Bibb County Industrial Authority]

### Support Agencies

[Macon-Bibb County Economic and  
Community Development

Greater Macon Chamber of Commerce

Office of Small Business Affairs

[Macon-Bibb Urban Development Authority]

## **1.0 Introduction**

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### **1.1 Purpose**

The purpose of ESF 18 is to provide guidance and coordinate issues with Macon-Bibb County's business community in all phases of incident management – prevention, protection, response, recovery and mitigation – in a sustained effort to reduce the vulnerability of this key sector to the effects of disasters, to more economically and efficiently utilize local resources, and to expedite response and recovery when an emergency/disaster does occur.

### **1.2 Scope**

ESF 18 will provide support to the business and industry communities within Macon-Bibb County when an emergency/disaster strikes. This support will entail various action during all phases of incident management, to include:

1. Assisting companies in becoming more resilient by helping the development of business continuity, preparedness, and safety plans.
2. Develop and maintain lists of companies within Macon-Bibb County, establish lines of communication, and assist in the education of local businesses about disaster preparedness and disaster assistance programs.
3. Provide information and support as required to impacted businesses until response activities are concluded or when ESF 18 support is no longer needed by the County's business and industry communities.

## **2.0 Concept of Operations**

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### **2.1 General Concept**

During an emergency or disaster, the ESF 18 Business & Industry Coordinator or designee will serve as the principal point of contact for operations associated with ESF 18. The ESF Coordinator will oversee all ESF 18 operations and report to the Emergency Management Agency (EMA). If a disaster warrants Emergency Coordination Center (ECC) activation, some or all ESF 18 personnel may be activated. The scope, scale, and magnitude of the threat/incident will dictate which support agencies that will be requested for operations in the ECC.

ESF-18 will closely coordinate with ESF 15 Public Affairs and other partnering agencies to develop and disseminate timely messages to the business and industry community of Macon-Bibb County.

### **2.2 ESF Responsibilities**

#### **2.2.1 General**

1. Maintain liaison with the County ECC.
2. Participate in exercises and training to validate this annex and supporting Standard

### Operating Guidelines (SOGs).

3. All ESF 18 ECC staff will have advanced training in NIMS and ICS while all other ESF 18 staff will have (at a minimum) an introductory level of training in NIMS and ICS.
4. All ESF 18 personnel will integrate NIMS and ICS principles in all planning and preparedness initiatives.
5. Ensure that all team members and support agencies maintain appropriate records of costs incurred during the event.
6. Document matters that may be needed for inclusion in agency briefings, situation reports and action plans. |

### **2.2.2 Pre-Event Phase**

1. |Maintain normal day-to-day operations.
2. Develop a plan for staff to sustain operations for multiple operational periods.
3. In coordination with the EMA, develop plans, procedures, and templates, organize personnel, and maintain a readiness posture.
4. Assist companies in the development of business continuity and preparedness planning.
5. Assist companies in locating or developing shelter-in-place locations to provide shelter to all employees and customers.
6. Assist the development and testing of methods for communicating emergency information to businesses at risk from a disaster.
7. Coordinate with the Macon-Bibb County Emergency Management Agency to identify, collect, review and disseminate appropriate disaster preparedness guides that can be tailored to the unique needs, priorities and capabilities of small businesses in Macon-Bibb County.
8. Support and coordinate the education of businesses and industries on disaster mitigation and disaster assistance programs that are available through the Small Business Administration, FEMA, and other agencies.
9. Develop relationships to allow increased access to local resources to assist in the response and recovery phases of disasters.
10. Working with ESF 18 support agencies to develop and maintain a list of all known companies located within Macon-Bibb County.
11. Assist with teaching the concept of mitigation to allow businesses to be better mitigated against future events to minimize loss due to damage and loss of income.
12. Document matters that may be needed for inclusion in county, state, and/or federal briefings, situation reports, and action plans. |

### **2.2.3 Response Phase**

1. |Activate the ESF upon the request of the EMA Director or designee.
2. Work with ECC staff to coordinate resources from the community to meet unmet needs for supplies and services where appropriate.
3. Assess local business needs in the aftermath of a disaster event to better coordinate and target response activities. |

### **2.2.4 Recovery Phase**

1. Work closely with ESF 18 to identify business and community leaders to assist in the rapid dissemination of information, identify unmet needs, establish an ongoing dialogue and information exchange, and facilitate collaborative federal, state, and local planning and mutual aid support for disaster recovery.
2. Continue to provide information and support as required to impacted businesses until response activities are concluded or until they can be managed and staffed by the primary incident agency or jurisdictions.
3. Anticipate and plan for mitigation measures.
4. Support requests and directives resulting from the Governor and/or the state concerning mitigation and/or redevelopment activities.

### **2.2.5 Plan Activation**

When a threat or incident requires the activation of this Annex, EMA will alert ESF 18 with all pertinent information.

When activated, the Macon-Bibb County Industrial Authority, with assistance from supporting agencies, assesses and responds to requests for assistance with communications coordination, planning, and technical support for the county and ESF partners.

During activation, the ESF 18 Coordinator serves as the point of contact for requests for ESF 18 related assistance that are received by the County ECC. The ESF 18 Coordinator then ensures mission assignment completion through direct support or by delegation to the appropriate support agency.

## **3.0 Organization and Assignment of Responsibilities**

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The ESF 18 Coordinator is the Macon-Bibb County Industrial Authority Executive Director.

The ESF 18 Coordinator is responsible for the coordination of all ESF 18 administrative, management, planning, training, preparedness, mitigation, response, and recovery activities to include developing, coordinating, and maintaining the ESF 18 SOGs.

### **3.1 ESF Coordinator**

ESF 18 Coordinator will ensure the following:

- Primary and support agencies/departments/partners will designate Primary and Alternate Emergency Coordinators. The designees shall represent the agency in an emergency or disaster and provide operational support in the ECC when requested.
- Sustain operational readiness through regular contact with primary and support agencies.
- Participate in planning meetings and exercises.



- Develop, maintain, and distribute this Annex.
- Coordinate with EMA Director, or designee, for training of staff that support ESF 18.
- Acts as a liaison between ESF 18 and ESF 15 Public Affairs.
- Coordinate operational support for ESF 18 support agencies.
- Develop and maintain Standard Operating Guides (SOGs) to support emergency and disaster operations.
- Coordinate with the business and industry community before, during, and after disasters to help make them more resilient and to help them recover faster.
- Identify, procure, prioritize, and track resources that are requested to support or are utilized for emergency or disaster operations.
- Oversee the coordination management of resources, facilities, and equipment. |

### **3.2 Primary Agency Assignment of Responsibilities**

- | Prepares communications plans and coordinates prevention, protection, response, recovery, and mitigation activities.
- Conducts regular ESF 18 meetings and conference calls.
- Maintains ongoing contact with ESF 18 primary and support agencies.
- Ensures that ESF 18 Primary and Support Emergency Coordinators maintain operational readiness and training as designated by the EMA Director.
- Directs requests for assistance to the appropriate ESF 18 support agencies.
- Directs unmet requests for assistance to the Emergency Management Agency.
- Evaluate the availability, operational condition, and duration of need as well as logistical support requirements necessary to obtain critically needed equipment.
- Develop procedures to obtain additional private sector support as required. |

### **3.3 Support Agency Assignment of Responsibilities**

- | Provide data to and aid in the development of the County's collaborative message.
- Work with the business and industry community before, during, and after disasters to help make them more resilient and to help them recover faster.
- Evaluate the availability, operational condition, and duration of need as well as logistical support requirements necessary to obtain critically needed equipment. |

## **4.0 Direction, Control, and Coordination**

---

### **4.1 Information Collection and Dissemination**

| ESF 18 will report all activities to the EMA Director or ESF 5 Planning & Analysis for inclusion in the development of incident action plans and situational reports. All public

information reports regarding ESF 18 activity will be coordinated with ESF 15 Public Affairs. |

## **4.2 Communications**

EMA will work with EST 18 agencies to maintain accurate contact information and coordinate updates to the ESF Annex. The ESF 5 Planning & Analysis will provide planning assistance to all ESFs listed in the LEOP during emergencies or disasters. All ESFs will strive to develop operationally ready SOGs for inclusion in the LEOP. ESF 18 will meet as necessary to develop, review and refine SOGs that discuss specific operational processes and procedures. |

## **4.3 Administration, Finance, and Logistics**

This ESF will collect, maintain, and audit all documentation associated with costs and human resources data during response and recovery operations for emergencies/disasters affecting Macon-Bibb County.

Resource requirements will be primarily determined by Incident Commanders, working with the Emergency Coordination Center. Resource requests flow from the Incident Commander to the ECC and may be forwarded to the State Operations Center (or through the Georgia Emergency Management/Homeland Security Agency Field Coordinator) as required. Existing local resources, intrastate mutual aid, donations, Voluntary Organizations Active in Disasters (VOAD) and Non-Governmental Organizations (NGO) provide the initial source of personnel, vehicles, equipment, supplies and services to fulfill resource requests. |

## **5.0 Plan Development and Maintenance**

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### **5.1 Development and Maintenance**

ESF Annexes will be updated as required and when events or exercises identify a needed change. All other maintenance will be conducted in accordance with the base plan.



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#### LEGISLATIVE SPONSORS

- |                                                            |                                                             |
|------------------------------------------------------------|-------------------------------------------------------------|
| <input checked="" type="checkbox"/> MAYOR LESTER M. MILLER | <input type="checkbox"/> MAYOR PRO TEMPORE SETH CLARK       |
| <input type="checkbox"/> COMMISSIONER VALERIE WYNN         | <input type="checkbox"/> COMMISSIONER PAUL BRONSON          |
| <input type="checkbox"/> COMMISSIONER ELAINE LUCAS         | <input type="checkbox"/> COMMISSIONER MALLORY C. JONES, III |
| <input type="checkbox"/> COMMISSIONER RAYMOND WILDER       | <input type="checkbox"/> COMMISSIONER BILL HOWELL           |
| <input type="checkbox"/> COMMISSIONER VIRGIL WATKINS, JR.  | <input type="checkbox"/> COMMISSIONER BRENDA LYN BAILEY     |
- 

### **A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF AGREEMENT FOR THE EXCLUSIVE SHELTERING OF EMERGENCY AND DISASTER EVENT EVACUEES FROM CHATHAM COUNTY; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, Macon-Bibb County has historically partnered with the Red Cross to provide emergency sheltering services to individuals evacuating from emergency or disaster sites, providing safety and security to evacuees facing significant uncertainty and loss; and

**WHEREAS**, the Georgia Emergency Management and Homeland Security Agency (GEMA), in conjunction with the Georgia Department of Human Services (DHS), and the Georgia Department of Public Health (DPH) have launched a statewide effort to match coastal “risk” counties with inland “host” counties for the sheltering of vulnerable residents in the event of a disaster or emergency; and

**WHEREAS**, Macon-Bibb County has been partnered with Chatham County, where in the event that Chatham County is affected by a disaster or emergency, such as a hurricane impacting the Georgia Coast, Macon-Bibb County’s emergency shelters would be advertised to residents of Chatham County as the emergency shelter county and those individuals that are registered as having “critical transportation needs” would be transported directly to our shelters; and

**WHEREAS**, the Salvation Army and the Red Cross have committed to provided supportive services including feeding, pastoral care, and the provision of staffing and beds at sheltering sites; and

**WHEREAS** under the proposed Memorandum of Agreement, reasonable and allowable costs incurred by Macon-Bibb County during a sheltering event are to be reimbursed by Chatham County; 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 enter into a Memorandum of Agreement providing for Macon-Bibb County to serve as the host county for Chatham County residents in an emergency or disaster evacuation, with such MOA to be in a form to be approved by the County Attorney.

**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** 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 in the event scrivener's errors shall be discovered in this Resolution 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** that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**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 the Commission

*Q:\RES MACON-BIBB\2024 Miller Exclsive Sheltering Agreement With GEMA-Chatham Co..Docx*





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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b>     |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A JUVENILE JUSTICE INCENTIVE GRANT FROM THE STATE OF GEORGIA CRIMINAL JUSTICE COORDINATING COUNCIL FOR FISCAL YEAR 2025, IN THE AMOUNT OF \$220,143.00, WITH NO LOCAL MATCH, AWARDED TO THE MACON JUDICIAL CIRCUIT JUVENILE COURT; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Macon Judicial Circuit Juvenile Court has applied for and been awarded a Juvenile Justice Incentive Grant from the Criminal Justice Coordinating Council for Fiscal Year 2025; and

**WHEREAS**, the Georgia Criminal Justice Coordinating Council will provide \$220,143.00 in grant funding, with no local match required, to the Macon Judicial Circuit Juvenile Court; and

**WHEREAS**, this grant funding will be used to serve youth in the community who would otherwise be committed to Georgia's Department of Juvenile Justice; and

**WHEREAS**, the grant award will be effective July 1, 2024, to June 30, 2025; and

**WHEREAS**, the Macon-Bibb County Commission desires to authorize the acceptance of the grant funds 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 with the Georgia Criminal Justice Coordinating Council for acceptance of a Juvenile Justice Incentive Grant for FY 2025 in the amount of TWO HUNDRED TWENTY THOUSAND

ONE HUNDRED FORTY-THREE DOLLARS AND 00/100 CENTS (\$220,143.00), with no local match, 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.

[SIGNATURES ON FOLLOWING PAGE]

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

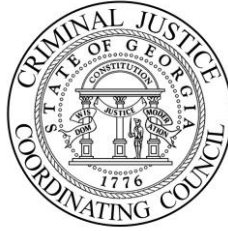
By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2024 Miller Authorizing Acceptance of Juvenile Justice Incentive Grant - \$220,143.docx*

# **EXHIBIT A**

BRIAN P. KEMP  
GOVERNOR



JAY NEAL  
DIRECTOR

June 25, 2024

The Honorable Thomas J. Matthews  
Macon-Bibb County Juvenile Court  
560 Oglethorpe Street  
Macon, Georgia 31201

Dear Judge Matthews,

Congratulations! I am pleased to inform you that the Criminal Justice Coordinating Council has awarded a grant to Macon-Bibb County in the amount of **\$220,143** effective July 1, 2024.

Attached to the email, you will find the award documentation for this state-funded grant award. This year, awardees will need to submit their packet via Formstack. The link for the Formstack is included [here](#). As a reminder, award packets are due 45 days after they are received. Please note, award recipients may begin expending grant funds for FY2025 on July 1, 2024, prior to the grant award being accepted and special conditions agreed to. However, all grant award documents must be approved prior to the first reimbursement.

If you have any questions regarding the execution of the grant award documents or the administration of your project, please feel free to contact Stephanie Mikkelsen, Juvenile Justice Program Director, at [smikkelsen@cjcc.ga.gov](mailto:smikkelsen@cjcc.ga.gov). I look forward to working with you on this exciting initiative and advancing services for our state's juveniles in a truly meaningful way.

Sincerely,

Jay Neal  
Executive Director





## Juvenile Justice Incentive Grant Program

### Instructions for Award Activation

Congratulations! You have been awarded a grant by the Juvenile Justice Incentive Grant Program Council. Instructions for activating this award are included below. This grant award packet consists of seven (7) documents: the Subgrant Award, Special Conditions, Subgrant Adjustment Request #1, Subgrant Expenditure Report #1, Reimbursement Selection Form, Supplier Change Request Form, and Designation of Grant Officials.

Please follow all directions carefully to ensure your grant award is received and processed quickly and accurately. Make a copy of each document for your project file and submit all necessary, signed documents to the Criminal Justice Coordinating Council (CJCC) via the Formstack link:

[https://cjcc.formstack.com/forms/fy25\\_jjig\\_award\\_documents](https://cjcc.formstack.com/forms/fy25_jjig_award_documents)

### Subgrant Award

The subgrant award is the operative document obligating the reserving grant funds for use by the grantee, and once signed, it activates the project covered by the grant award. This subgrant award should be signed by the county's **authorized official**, such as the chairperson of the board of commissioners or the mayor, as only they are authorized to officially bind a county to receive grant funds.

### Special Conditions

The special conditions are the provisions of the grant agreement that are specific to this project. By signing these conditions, the grantee is agreeing to comply with each requirement listed. After carefully reviewing each condition, the **authorized official** should initial the space provided after each condition. He/she should also sign and date the last page of the conditions on the signature line provided.

### Subgrant Adjustment Request

A subgrant adjustment request (SAR) should be used anytime a revision to the budget is being made. These revisions can include budget adjustments, project official/personnel changes, or programmatic updates. While an SAR can be submitted anytime throughout the grant award period, SAR #1 must be submitted with the award packet, as it serves to establish the initial project budget and allocate funding to categories as needed. If a grantee does not need to revise the budget

at the time of accepting the award, SAR #1 should still be submitted and returned with the award packet. “No changes,” should be indicated on Section IV of the SAR, and it should be signed by the **authorized official**.

Any SAR that requests budgetary revisions, including SAR #1, must be accompanied by a Budget Detail Worksheet. While an SAR reflects a requested change, the Budget Detail Worksheet provides a line by line account of the allocated funding. When submitting an SAR, please complete the following:

- Enter the date the request is being made;
- Indicate the nature of the adjustment and proceed to Section I;
- Review the amounts by budget category listed under the column labeled, “Current Approved,” as these are the amounts currently allocated to each category;
- Enter any revisions, rounding all amounts to the nearest whole dollar, (if none, then enter \$0) in the, “Revisions +/-,” column. Negative adjustments should be clearly marked;
- Add or subtract the revisions from the current approved amounts, then enter the revised amounts in the column labeled, “Revised Budget,”;
- If any project officials have changed since the application, complete Section III;
- Provide justification for all changes in Section IV; and
- Have the appropriate official sign and date the request.

Once received, the CJCC will review the request and notify the grantee whether the SAR has been approved. The grantee will receive the subsequent SAR indicating the requested revisions have either been made or denied, along with an explanation.

Please note, all adjustments to the project, regardless of the nature, must be requested on a signed SAR, and all budget adjustments must be made at least 30 days before the end of the grant period.

### **Subgrant Expenditure Report**

The subgrant expenditure report (SER) should be used to request the reimbursement of grant funds and/or to receive cash match credit for expenses incurred by the grantee for the project. SERs should always be submitted in accordance with the selected reimbursement schedule indicated on SAR #1. As such, SER #1 should not be returned with the signed award packet but held until the end of the first reimbursement period. When submitting a SER, please complete the following:

- Indicate whether this is the final SER report (top, right corner of the SER);
- Enter the dates that the request covers (e.g., August 1 – August 31);
- Enter the amounts claimed for the project expenses in each of the budget lines entitled, “expended this period.” All amounts should be rounded to the nearest whole dollar. Calculate the total for the reimbursement period;
- Enter the amounts applied to federal funds and to matching funds;
- Review the certification;
- Have the individual that prepared the SER sign the document and list a phone number where the preparer can be reached, should any questions arise;

- Have the authorized official sign and date the request; and
- Attach all required, supporting documentation.

### **Reimbursement Selection Form**

A reimbursement selection form is used to indicate the frequency of reimbursement requests submitted to the CJCC and how grant reimbursements are to be made. Therefore, the reimbursement selection form should be complete and should indicate the preferred reimbursement schedule, whether monthly or quarterly, and the preferred reimbursement method, whether by electronic funds transfer or check.

If electronic funds transfer is the preferred method of reimbursement, the grantee should complete the requested information, attach a voided check or bank verification letter to the form, and have the authorized official sign where indicated.

If a check is the preferred method of reimbursement, the grantee should complete the requested information and have the authorized official sign where indicated.

### **Supplier Change Request Form**

The Supplier Change Request Form should also indicate the preferred method of reimbursement. Detailed instructions for submitting this form are included in the packet for additional clarity and direction.

### **Designation of Grant Officials**

The designation of grant officials sheet is a contact information sheet for CJCC employees and should be used to identify the three main point of contacts for this grant: the project director, financial officer, and the authorized official. No official can be listed for more than one position.

The project director must be an employee of the applicant agency or from a contractual organization, at the application's option, who will be able to answer programmatic questions. The financial officer must be an employee of the applicant agency who will be able to answer financial questions relating to the grant. This person is typically the individual who completes the SARs and SERs. The authorized official is the person who is authorized to apply for, accept, decline, or cancel the grant for the applicant agency. This person must be the executive director of a state agency, chairperson of the county board of commissioners, mayor, or chairperson of the city council.

## Document Submittal Checklist

The following is a comprehensive list of the documents that must be returned to the Criminal Justice Coordinating Council prior to the reimbursement of any grant funds:

- ☐ Subgrant Award\*
- ☐ Special Conditions\*
- ☐ Subgrant Adjustment Request #1\*
- ☐ Reimbursement Selection
- ☐ Supplier Change Request Forms
- ☐ Designation of Grant Officials
- ☐ Budget Detail Worksheet
- ☐ Job Descriptions for all grant-funded positions, if not previously submitted\*\*
- ☐ Copy of Grant Related Subcontracts\*\*
- ☐ Signature Authorization Letter, if applicable\*\* *(The authorized official may designate signing authority to another party for future submissions of forms and documents pertaining to this subgrant. To do so, the authorized official should submit a letter on official city/county or agency letterhead and reference the subgrant award number.)*

\* May only be signed by Authorized Official

\*\*Document not included in the award packet

**OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE COORDINATING COUNCIL**

**FY25 Juvenile Justice Incentive Grant**

**SUBGRANT AWARD**

**SUBGRANTEE:** Macon-Bibb County Commission

**IMPLEMENTING**

**AGENCY:** Macon-Bibb County

**FEDERAL FUNDS:** \$ 220,143

**MATCHING FUNDS:** \$ 0

**PROJECT NAME:** Juvenile Justice Incentive Grant

**TOTAL FUNDS:** \$ 220,143

**SUBGRANT NUMBER:** Y25-8-002

**GRANT PERIOD:** 07/01/24-06/30/25

This award is made under the State of Georgia Juvenile Justice Incentive Grant (JJIG) program and is subject to the administrative rules established by the Criminal Justice Coordinating Council. The purpose of the JJIG program is to provide funding for juvenile courts to serve youth in the community who would otherwise be committed to Georgia's Department of Juvenile Justice.

This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

**AGENCY APPROVAL**

**SUBGRANTEE APPROVAL**

  
\_\_\_\_\_  
Jay Neal, Director  
Criminal Justice Coordinating Council

\_\_\_\_\_  
Signature of Authorized Official      Date

Date Executed: 06/14/24

\_\_\_\_\_  
Typed Name & Title of Authorized Official

46-3992371-001

\_\_\_\_\_  
Employer Tax Identification Number (EIN)

\*\*\*\*\*  
INTERNAL USE ONLY

| TRANS CD | REFERENCE | ORDER | EFF DATE | TYPE | PAY DATE | INVOICE     | CONTRACT # |
|----------|-----------|-------|----------|------|----------|-------------|------------|
| 102      | 01        | 1     | 07/01/24 | 9    |          | **          | Y25-8-002  |
| OVERRIDE | ORGAN     | CLASS | PROJECT  |      |          | VENDOR CODE |            |
| 2        | 46        | 4     | 01       |      |          |             |            |

| ITEM CODE | DESCRIPTION 25 CHARACTERS        | EXPENSE ACCT | AMOUNT     |
|-----------|----------------------------------|--------------|------------|
| 1         | Juvenile Justice Incentive Grant | 624.41       | \$ 220,143 |



## Attachment A-5

State of Georgia – Criminal Justice Coordinating Council

### Juvenile Justice Incentive Grant

#### Forms, Assurances, and Certifications

#### ACCOUNTING SYSTEM/INTERNAL CONTROL QUESTIONNAIRE Applies to All Applicants

##### **SECTION A: ACCOUNTING SYSTEM**

1. Which of the following best describes the accounting system? If the applicant is using a commercial accounting package, attach a copy of the cover page of the run manual.

☐ Manual ☐ Automated ☐ Combination

2. Is there a chart of accounts? If yes, please attach a copy of the chart of accounts.

☐ Yes ☐ No

3. Are the following books of accounts maintained? Please check "yes" or "no".

| <i>Description</i>         | <i>Yes</i> | <i>No</i> |
|----------------------------|------------|-----------|
| General Ledger             |            |           |
| Project Cost Ledger        |            |           |
| Cash Receipts Journal      |            |           |
| Payroll Journal            |            |           |
| Accounts Receivable Ledger |            |           |
| Accounts Payable Ledger    |            |           |
| Purchase Journal           |            |           |

4. Does the accounting system adequately identify receipts and expenditures for each grant or contract?

☐ Yes ☐ No

5. Does the accounting system provide for recording of expenses for each program by budget cost category?

☐ Yes ☐ No

6. Are time distribution records maintained for each employee to account for 100 percent of his/her hours?

Please attach a sample of a completed time sheet.

☐ Yes ☐ No

7. Are recording keeping duties for the receipts and the payment of cash separated?

☐ Yes ☐ No

8. Are all accounting entries supported by documentation that gave rise to the transaction?

☐ Yes ☐ No

9. Are budgetary controls in effect to preclude incurring obligations in excess of total funds available for an award?

☐ Yes ☐ No

10. Are budgetary controls in effect to precluding incurring obligations in excess of total funds available for a budget cost category?

☐ Yes

☐ No

**SECTION B: FUND CONTROL**

1. Is a separate bank account maintained for grant/contract funds?

☐ Yes

☐ No

2. If federal grant/contract funds are maintained in same bank account as fiscal agent funds, can the federal grant funds and related costs and expenses be readily identified?

☐ Yes

☐ No

**SECTION C: COMMENTS/EXPLANATIONS**

**SECTION D: CERTIFICATION**

I certify that the above information is complete and correct to the best of my knowledge.

\_\_\_\_\_  
Signature Date  
SOC Applicant Agency, Executive Officer

\_\_\_\_\_  
Signature Date  
SOC Fiscal Agent, Financial Officer  
(If fiscal agent is not the applicant agency)

**NON-SUPPLANTING CERTIFICATION**  
**Applies to All Applicants**

Regulations adopted by the Criminal Justice Coordinating Council (CJCC) require certification to the effect that grant funds will not be used to increase state or local funds that would, in the absence of such grant aid, be made available for the purpose of this grant program.

**CERTIFICATION:**

I certify that grant funds will not be used to supplant state or local funds that would otherwise be available for implementation of this grant program. I further certify that the program proposed in the grant application meets all the requirements of the applicable CJCC Request for Proposals; that all the information presented is correct; that there has been appropriate coordination with affected agencies; and that the applicant will comply with the provisions of the CJCC, all applicable federal and state laws, and the above-mentioned certification should a grant be awarded.

Authorizing Official:

|                                    |      |
|------------------------------------|------|
| Signature                          | Date |
| Applicant Agency Executive Officer |      |

**SERVICE DELIVERY STRATEGY ACT COMPLIANCE CERTIFICATION**  
**Applies to Local Government Entities Only**  
[www.dca.servicedelivery.org](http://www.dca.servicedelivery.org)

**CERTIFICATION:**

I, (County Commission Chair) \_\_\_\_\_, certify that (County Name) \_\_\_\_\_  
County is in compliance with the Service Delivery Strategy Act (House Bill 489). I also understand that if my county is  
not in compliance, the county and city governments contained herein are not eligible to receive state administered  
financial assistance, grants, loans, or permits.

Authorizing Official:

\_\_\_\_\_  
Signature Date  
County Commission Chairperson

## IMMIGRATION AND SECURITY FORM

### Applies to All Applicants

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must initial one of the sections below:

\_\_\_\_\_ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

\_\_\_\_\_ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.visdhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

\_\_\_\_\_ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.visdhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Authorizing Official:

\_\_\_\_\_  
Signature Date  
Applicant Agency Executive Officer

Firm Name:  
Street/Mailing Address:  
City, State, Zip Code:  
Telephone Number:  
Email Address:



**OTHER CERTIFICATIONS**  
**Applies to All Applicants**

Regulations adopted by the Criminal Justice Coordinating Council (CJCC) require certification to the effect that grant funds will not be used to increase state or local funds that would, in the absence of such grant aid, be made available for the purpose of this grant program.

1. Any person associated with the program that has reasonable cause to believe that a child has been or is being abused, shall be required to report or cause report to be made with regard to the abuse as provided in O.C.G.A. 19-7-5.
2. Background investigations (Georgia Crime Information Center) are required on all persons with direct contact with children and youth. It is left to the discretion of the SOC governance partners to determine the methodology for completing these investigations.
3. Establish/enforce an Internet Security Policy when minor participants and/or staff have online access (supervised or unsupervised). This includes any technology provided by CJCC funding and technology used by participants during a CJCC-funded program.
4. The grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owed or leased or contracted for by the grantee and used routinely or regularly for the provision of healthy care, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the grantee.

Authorizing Official:

---

|                                    |      |
|------------------------------------|------|
| Signature                          | Date |
| Applicant Agency Executive Officer |      |

## ASSURANCES (Applies to All Applicants)

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, . approved December 31, 1976, Section 102(a) which requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Authorizing Official:

\_\_\_\_\_  
Signature  
Applicant Agency Executive Officer

\_\_\_\_\_  
Date



**U.S. Department of Justice  
Office of Justice Programs  
Office of the Comptroller**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

#### **DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

\_\_\_\_\_

2. Application Number and/or Project Name

\_\_\_\_\_

3. Grantee IRS/Vendor Number

\_\_\_\_\_

4. Typed Name and Title of Authorized Representative

\_\_\_\_\_

5. Signature 6. Date

\_\_\_\_\_

**CRIMINAL JUSTICE COORDINATING COUNCIL**  
**SPECIAL CONDITIONS**

**SUBGRANTEE:** Macon-Bibb County Board of Commissioners

**PROJECT NAME:** Juvenile Justice Incentive Grant

**SUBGRANT NUMBER:** Y25-8-002

**SUBGRANT AWARD:** \$220,143

1. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

**Initials** \_\_\_\_\_

2. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which prohibits recipients from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

**Initials** \_\_\_\_\_

3. In accordance with Federal regulations, your organization must comply with the following Equal Employment Opportunity Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees, but excluding political appointees), then it has to prepare an EEOP and submit it to the Office of Civil Rights (OCR), Office of Justice Programs, and U.S. Department of Justice for review within 60 days from the date of this award. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000



and has 50 or more employees, your organization must prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR within 60 days from the date of this award. The Certification Form can be found at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

If your organization received an award for less than \$25,000, or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR within 60 days from the date of this award. The Certification Form can be found at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

The subgrantee acknowledges that failure to submit an acceptable EEOP (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of its Certified Assurances and may result in suspension or termination of funding until such time as the subgrantee is in compliance. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to the Criminal Justice Coordinating Council upon request.

**Initials** \_\_\_\_\_

4. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <http://www.ovw.usdoj.gov/grantees.html>.

**Initials** \_\_\_\_\_

5. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq).

**Initials** \_\_\_\_\_

6. The subgrantee agrees to abide by Georgia law regarding the utilization of psychologists (O.C.G.A. § 43-39-1, et. seq).

**Initials** \_\_\_\_\_

7. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Reg. 51225 (October 1, 2009), the Department of Justice and the Criminal Justice Coordinating Council encourages grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**Initials** \_\_\_\_\_

8. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

**Initials** \_\_\_\_\_

9. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

**Initials** \_\_\_\_\_

10. The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.

**Initials** \_\_\_\_\_

11. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

**Initials** \_\_\_\_\_

12. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities initiated and/or conducted by the Criminal Justice Coordinating Council during and subsequent to the award period.

**Initials** \_\_\_\_\_

13. The subgrantee agrees that consultant/contractor fees in excess of \$450.00 per eight-hour day (\$56.25 per hour) must have prior approval from the Office of Justice Programs and the Criminal Justice Coordinating Council.

**Initials** \_\_\_\_\_

14. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government without the express prior written approval of the Office of Justice Programs.

**Initials** \_\_\_\_\_

15. The Criminal Justice Coordinating Council will conduct a financial and programmatic review of each grant at the end of the second quarter, and each quarter thereafter. The Criminal Justice Coordinating Council reserves the right to add any conditions to the award and/or retain any unused funds if deemed necessary.

**Initials** \_\_\_\_\_

16. The subgrantee must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Official contact information, including telephone number and e-mail address. If any information is incorrect or has changed, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

**Initials** \_\_\_\_\_

17. The subgrantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website.

**Initials** \_\_\_\_\_

18. The subgrantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

**Initials** \_\_\_\_\_

19. The subgrantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**Initials** \_\_\_\_\_

20. All courts must use the Department of Juvenile Justice (DJJ) Detention Assessment Instrument (DAI) for any youth considered for detention, as required by the H.B. 242, as passed in the 2013 legislative session of the Georgia General Assembly. The Predisposition Risk Assessment (PDRA) Instrument should also be used in all instances where the tool is appropriate for the youth being considered for the evidence-based program (in any instances in which the youth is adjudicated). The PDRA score should be entered into the Juvenile Tracking System (JTS), or Juvenile Data Exchange (JDEX) when available. Only youth with a moderate to high PDRA score are eligible for Incentive Grant programming.

**Initials** \_\_\_\_\_

21. All grant funds must be used to serve youth who have come into contact with the juvenile justice system and would not be considered dependency cases. All youth served by the grant must have a new delinquent charge. No CHINS cases should be served.

**Initials** \_\_\_\_\_

22. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.

**Initials** \_\_\_\_\_

23. This is a reimbursement grant. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 30 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

**Initials** \_\_\_\_\_

24. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for

the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

**Initials** \_\_\_\_\_

25. Statistical and/or evaluation data describing project performance must be submitted to The Carl Vinson Institute of Government and the Department of Juvenile Justice through monthly surveys and quarterly reports using the prescribed format provided to the subgrantee. Failure to submit this data on a timely basis will result in the withholding of grant funds on this grant and/or any other grant administered by the Criminal Justice Coordinating Council until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

**Initials** \_\_\_\_\_

26. The subgrantee agrees to comply with the guidance contained in the 2024 Juvenile Justice Incentive Grant Program Request for Proposals.

**Initials** \_\_\_\_\_

27. At minimum, 70% of awarded funds must be used for Evidence-Based Program costs associated with contract and direct services. No more than 30% of awarded grant funds can be used for administrative costs. Any requests to have funds allocated in a manner that does not comply with the 70/30 rule must be justified in a written statement and submitted to the Criminal Justice Coordinating Council with a Subgrant Adjustment Request (SAR). The SAR and justification will be considered on a case-by-case basis.

**Initials** \_\_\_\_\_

28. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter, and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained and managed by the Criminal Justice Coordinating Council.

**Initials** \_\_\_\_\_

29. Waivers for the above 25% or 50% expenditure requirement will be granted at the discretion of the Criminal Justice Coordinating Council. No waivers will be available for the 75% requirement.

**Initials** \_\_\_\_\_



30. Non-compliance with any of the special conditions contained within this document by the authorized official, project officials, and/or employees of this grant will result in a recommendation to the Criminal Justice Coordinating Council that the award be rescinded.

**Initials** \_\_\_\_\_

31. The subgrantee and juvenile court permit access by the Criminal Justice Coordinating Council, or designated entity, to delinquency case information collected, managed, and stored in its JCATS or JTS database.

**Initials** \_\_\_\_\_

32. The subgrantee certifies that any and all subagreements shall follow the reimbursement nature of the grant and shall not include any minimum to serve clause or fixed payment schedule. Payments issued to subcontractors shall be on a reimbursement basis and shall not be processed prior to the rendering of services. All subagreements relating to this grant shall be submitted to the Criminal Justice Coordinating Council prior to the approval and reimbursement of any Subgrant Expenditure Report (SER).

**Initials** \_\_\_\_\_

33. Subgrantee acknowledges that funds provided under this grant award are state and federally-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by the Criminal Justice Coordinating Council no later than October 30, 2024. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify the Criminal Justice Coordinating Council by October 30, 2024 or risk losing access to those funds.

**Initials** \_\_\_\_\_

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

**Typed Name of Authorized Official:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

# CJCC Budget Detail Worksheet

|                    |  |
|--------------------|--|
| Agency Name:       |  |
| Subgrant Number:   |  |
| Project Name:      |  |
| Select grant type: |  |

**Purpose:** This Budget Detail Worksheet is used to verify all Subgrant Expenditure Requests (SERs) and to determine whether costs are allowable, reasonable and justified. Please fill it out completely with the Subgrant Adjustment Request (SAR) #1 in your award packet and for each subsequent SAR that requires a budget change. All required information must be present in the budget narrative, regardless of format.

**NOTE** - If you need extra lines in the spreadsheet under one of the categories: 1) Highlight an entire row or block of lines within the same category 2) Keeping your mouse over the highlighted row or block, right click and select the copy option by left clicking 3) Next, right click with your mouse again on the highlighted row or block and chose the option "insert copied cells" by left clicking If you selected only a block and not the entire row, a new tile will open up and select the option "Shift cells down" and click OK. Use of this technique will ensure that you don't change the formulas inserted in the spreadsheet.

**A (1). Personnel--** List each position by title and name of employee, if available. In order to calculate the budget enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar work within the applicant agency.

| Title | First and Last name | Salary Rate | % Time to Project | Select Pay Period Frequency | Cost   | Match? |
|-------|---------------------|-------------|-------------------|-----------------------------|--------|--------|
|       |                     |             |                   |                             | \$0.00 |        |
|       |                     |             |                   |                             | \$0.00 |        |
|       |                     |             |                   |                             | \$0.00 |        |
|       |                     |             |                   |                             | \$0.00 |        |
|       |                     |             |                   |                             | \$0.00 |        |
|       |                     |             |                   |                             | \$0.00 |        |

| Title           | First and Last name | Hourly wage | Hours per week on project | Weeks worked annually | Select Pay Period Frequency | Cost   | Match? |
|-----------------|---------------------|-------------|---------------------------|-----------------------|-----------------------------|--------|--------|
|                 |                     |             |                           |                       |                             | \$0.00 |        |
|                 |                     |             |                           |                       |                             | \$0.00 |        |
|                 |                     |             |                           |                       |                             | \$0.00 |        |
|                 |                     |             |                           |                       |                             | \$0.00 |        |
|                 |                     |             |                           |                       |                             | \$0.00 |        |
|                 |                     |             |                           |                       |                             | \$0.00 |        |
|                 |                     |             |                           |                       |                             | \$0.00 |        |
| PERSONNEL TOTAL |                     |             |                           |                       |                             | \$0    |        |

**A (2). Volunteers --** If applicable, simply enter the number of hours of service volunteers will perform. Volunteers must be valued at \$15/hour unless approved by CJCC staff for a higher rate. Do not change the drop-down selection box from "In-kind" or your match will not calculate correctly.

| Volunteers       | Hours | Rate | Total value | Match   |
|------------------|-------|------|-------------|---------|
|                  |       |      | \$ -        | In-Kind |
| VOLUNTEERS TOTAL |       |      | \$0.00      |         |

**A (3). Fringe--** Amounts should be based on actual costs or a formula for personnel listed above, utilizing the percentage of time devoted to the program. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation and State Unemployment Compensation. Costs included within this category are: FICA (employer's portion of Social Security and Medicare taxes), employer's portion of retirement, employer's portion of insurance (health, life, dental, etc.), employer's portion of Worker's Compensation and State Unemployment Compensation.

| Title        | First and Last name | Total annual salary or wages | Select fringe type | Enter rate of each fringe benefit as a percentage of salary or wages | % Time to Project | Cost   | Match? |
|--------------|---------------------|------------------------------|--------------------|----------------------------------------------------------------------|-------------------|--------|--------|
|              |                     |                              |                    |                                                                      |                   | \$0.00 |        |
|              |                     |                              |                    |                                                                      |                   | \$0.00 |        |
|              |                     |                              |                    |                                                                      |                   | \$0.00 |        |
|              |                     |                              |                    |                                                                      |                   | \$0.00 |        |
|              |                     |                              |                    |                                                                      |                   | \$0.00 |        |
|              |                     |                              |                    |                                                                      |                   | \$0.00 |        |
|              |                     |                              |                    |                                                                      |                   | \$0.00 |        |
|              |                     |                              |                    |                                                                      |                   | \$0.00 |        |
|              |                     |                              |                    |                                                                      |                   | \$0.00 |        |
| FRINGE TOTAL |                     |                              |                    |                                                                      |                   | \$0.00 |        |

PERSONNEL GRAND TOTAL \$0

**B. Travel--** Funds must be budgeted in compliance with State of Georgia Statewide Travel Regulations. Itemize travel expenses of program personnel by category (e.g. mileage, meals, lodging, incidentals, and airfare) and purpose (e.g. training, field interviews, and advisory group meetings) and identify the location, if known. For training programs, list travel and meals for participants separately. Show the budget calculation (e.g. six people attending three-day training at \$X airfare, \$X lodging, \$X meals/ incidentals). If selecting "airfare" enter 1 in the nights/days field and use the round-trip costs. Please note that the maximum reimbursement rate is \$0.565 per mile, but if your agency's reimbursement rate is lower you

| Trainings and Conferences |              | **All trainings and conferences must be pre-approved by submitting an agenda to your Specialist or Auditor. |      |               |               |         |        |
|---------------------------|--------------|-------------------------------------------------------------------------------------------------------------|------|---------------|---------------|---------|--------|
| Purpose of Travel         | Staff member | Item                                                                                                        | Cost | # Individuals | # Nights/Days | # Trips | Cost   |
|                           |              |                                                                                                             |      |               |               |         | \$0.00 |
|                           |              |                                                                                                             |      |               |               |         | \$0.00 |
|                           |              |                                                                                                             |      |               |               |         | \$0.00 |
|                           |              |                                                                                                             |      |               |               |         | \$0.00 |
|                           |              |                                                                                                             |      |               |               |         | \$0.00 |

|  |  |  |  |  |  |  |        |  |
|--|--|--|--|--|--|--|--------|--|
|  |  |  |  |  |  |  | \$0.00 |  |
|  |  |  |  |  |  |  | \$0.00 |  |
|  |  |  |  |  |  |  | \$0.00 |  |
|  |  |  |  |  |  |  | \$0.00 |  |
|  |  |  |  |  |  |  | \$0.00 |  |
|  |  |  |  |  |  |  | \$0.00 |  |
|  |  |  |  |  |  |  | \$0.00 |  |
|  |  |  |  |  |  |  | \$0.00 |  |

| Mileage           |              |                           |               |                      |            |        |  |
|-------------------|--------------|---------------------------|---------------|----------------------|------------|--------|--|
| Purpose of Travel | Staff member | Location or Coverage Area | Cost per mile | Miles per grant year | Total Cost | Match? |  |
|                   |              |                           |               |                      | \$0.00     |        |  |
|                   |              |                           |               |                      | \$0.00     |        |  |
|                   |              |                           |               |                      | \$0.00     |        |  |
|                   |              |                           |               |                      | \$0.00     |        |  |
|                   |              |                           |               |                      | \$0.00     |        |  |
|                   |              |                           |               |                      | \$0.00     |        |  |
|                   |              |                           |               |                      | \$0.00     |        |  |
|                   |              |                           |               |                      | \$0.00     |        |  |
|                   |              |                           |               |                      | \$0.00     |        |  |
| TRAVEL TOTAL      |              |                           |               |                      | \$0.00     |        |  |

**C. Equipment--** List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used. Please note that all items must be at least \$5,000 per unit to be considered equipment. Otherwise please list items in "Supplies."

| Equipment Item  | Cost per Unit | # Items | Vendor | Cost   | Match? |
|-----------------|---------------|---------|--------|--------|--------|
|                 |               |         |        | \$0.00 |        |
|                 |               |         |        | \$0.00 |        |
|                 |               |         |        | \$0.00 |        |
|                 |               |         |        | \$0.00 |        |
|                 |               |         |        | \$0.00 |        |
|                 |               |         |        | \$0.00 |        |
|                 |               |         |        | \$0.00 |        |
| EQUIPMENT TOTAL |               |         |        | \$0.00 |        |

**D. Supplies--** List items by type (e.g. office supplies, postage, copier usage, training supplies, publications, audio/video (batteries, film, CD/DVD's, etc.), office furniture, computer software, educational/therapeutic supplies, uniforms, weapons (law enforcement and prosecution units only). Show budget calculation. For example, where an item is office supplies, enter \$100 for cost per unit; "month" for define unit; 12 for # units, and Office Palooza for Vendor. Leave "define unit" blank if not applicable.

| Item         | Cost per unit | # Units | Vendor | Cost   | Match? |
|--------------|---------------|---------|--------|--------|--------|
|              |               |         |        | \$0.00 |        |
|              |               |         |        | \$0.00 |        |
|              |               |         |        | \$0.00 |        |
|              |               |         |        | \$0.00 |        |
|              |               |         |        | \$0.00 |        |
|              |               |         |        | \$0.00 |        |
|              |               |         |        | \$0.00 |        |
|              |               |         |        | \$0.00 |        |
|              |               |         |        | \$0.00 |        |
|              |               |         |        | \$0.00 |        |
|              |               |         |        | \$0.00 |        |
| SUPPLY TOTAL |               |         |        | \$0.00 |        |

**E. Printing--** List items by type (e.g. letterhead/envelopes, business cards, training materials). Show budget calculation. For example, where an item is business cards, enter \$15 for cost per unit; "box" for define unit; 2 for # units, and Print Mania for Vendor. Leave "define unit" blank if it is not applicable.

| Item           | Cost per unit | # Units | Vendor | Cost   | Match? |
|----------------|---------------|---------|--------|--------|--------|
|                |               |         |        | \$0.00 |        |
|                |               |         |        | \$0.00 |        |
|                |               |         |        | \$0.00 |        |
|                |               |         |        | \$0.00 |        |
| PRINTING TOTAL |               |         |        | \$0.00 |        |

**F. (1) Other Costs--** List items by type (e.g. real property lease, repairs/maintenance, utilities, copier rental/lease, postage meter, insurance & bonding, dues & subscriptions, advertising, registration fees, film processing, notary services, public relations, communication services - indicate if DOAS is provider). Show budget calculation. For example, provide the office space square footage and the lease rate or provide the monthly lease amount and the number of months leased. For unit enter time period as applicable (i.e., "month" for utility costs) or leave blank for items such as registration that require a one-time fee.

| Item            | Cost per unit | # of Units | % Charged to Grant | Vendor | Cost   | Match? |
|-----------------|---------------|------------|--------------------|--------|--------|--------|
|                 |               |            |                    |        | \$0.00 |        |
|                 |               |            |                    |        | \$0.00 |        |
|                 |               |            |                    |        | \$0.00 |        |
|                 |               |            |                    |        | \$0.00 |        |
|                 |               |            |                    |        | \$0.00 |        |
|                 |               |            |                    |        | \$0.00 |        |
|                 |               |            |                    |        | \$0.00 |        |
|                 |               |            |                    |        | \$0.00 |        |
|                 |               |            |                    |        | \$0.00 |        |
|                 |               |            |                    |        | \$0.00 |        |
| F. (1) Subtotal |               |            |                    |        | \$0.00 |        |

**F. (2) Consultant Fee:** Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the

estimated number of units (eg., 1 hour of therapy).

| Name of Consultant | Service Provided | Cost per unit | Define Unit of Service | # Units | Cost   | Match? |
|--------------------|------------------|---------------|------------------------|---------|--------|--------|
|                    |                  |               |                        |         | \$0.00 |        |
|                    |                  |               |                        |         | \$0.00 |        |
|                    |                  |               |                        |         | \$0.00 |        |
|                    |                  |               |                        |         | \$0.00 |        |
|                    |                  |               |                        |         | \$0.00 |        |
|                    |                  |               |                        |         | \$0.00 |        |
|                    |                  |               |                        |         | \$0.00 |        |
| F. (2)Subtotal     |                  |               |                        |         | \$0.00 |        |

**F. (3) Contracts:** Provide a description of the product or service to be procured by contract and a cost estimate. Applicants are strongly encouraged to use a competitive procurement process in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

| Name of Consultant | Service Provided | Cost per unit | Define Unit of Service | # Units | Cost   | Match? |
|--------------------|------------------|---------------|------------------------|---------|--------|--------|
|                    |                  |               |                        |         | \$0.00 |        |
|                    |                  |               |                        |         | \$0.00 |        |
|                    |                  |               |                        |         | \$0.00 |        |
|                    |                  |               |                        |         | \$0.00 |        |
|                    |                  |               |                        |         | \$0.00 |        |
| F. (2)Subtotal     |                  |               |                        |         | \$0.00 |        |

**F. (4) Indirect Cost:** If your agency has a negotiated rate, a copy of the Indirect Cost Rate Agreement must be submitted with your contract budget. Applicants may elect to use an amount up to the ten percent (10%) de Minimis rate of their Modified Total Direct Costs (MTDC) base. MTDC includes the cost of salaries, wages and fringe benefits of personnel that work directly on the project, and other operational costs such as supplies, printing, and travel that are directly related to the project. To use the de Minimis indirect cost rate complete the MTDC Calculator in the next tab. When you have completed this calculator, the total indirect cost will transfer to the space below.

Indirect Cost \$0

F. OTHER TOTAL \$0

**G. Match Waiver:** If your agency would like to request a match waiver, you should submit a letter, on your agency's letterhead, to the Georgia Criminal Justice Coordinating Council (CJCC). The letter should outline the reasons why your agency will have trouble meeting the full match requirement and should indicate the amount of match you are able to provide for

G. Match Waiver Amount:

**Budget Summary--**When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of grant funds requested and the amount of non-grant funds that will support the project.

| Budget Category         |         | Amount |         |
|-------------------------|---------|--------|---------|
| A. Personnel and Fringe |         | \$0    |         |
| B. Travel               |         | \$0    |         |
| C. Equipment            |         | \$0    |         |
| D. Supplies             |         | \$0    |         |
| E. Printing             |         | \$0    |         |
| F. Other                |         | \$0    |         |
| TOTAL PROJECT COSTS     |         | \$0    |         |
| Award                   |         | FALSE  |         |
| Match Amount            |         | FALSE  |         |
| Match Breakdown         | Cash    | \$0    | #DIV/0! |
|                         | In-Kind | \$0    | #DIV/0! |

Budget Narrative

**NOTE:** If a Non-Grant expense amount is entered, make sure those items for which they will be used must be incorporated into your overall budget. Indicate clearly throughout you budget narrative and detail worksheet for which items these funds will be used.

## DESIGNATION OF GRANT OFFICIALS - INSTRUCTIONS

On the following page, fill in the name, title, address and phone number for the project director, the financial officer and the authorized official for the grant. No two officials can be the same person.

### **A. Project Director**

This official must be an employee of the applicant agency or from a contractor organization, at the applicant's option, who will be directly responsible for operation of the project.

### **B. Financial Officer**

This person must be the chief financial officer of the applicant agency such as the county auditor, city treasurer or comptroller.

### **C. Authorized Official**

This person is the official who is authorized to apply for, accept, decline or cancel the grant for the applicant agency. This person must be the executive director of a state agency, chairperson of the county Board of Commissioners, mayor, or chairperson of the City Council. All official correspondence regarding the grant and the application (assurances, disclosures, certifications, award documentation, subgrant expenditure reports, subgrant adjustment reports) **must** be signed by the authorized official. Once an award has been made, the authorized official may designate someone to sign this documentation by submitting a letter on agency letterhead to the Council.



## DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

☐ Mr.      ☐ Ms.

PROJECT DIRECTOR NAME (Type or Print)

\_\_\_\_\_  
Title and Agency

\_\_\_\_\_  
Official Agency Mailing Address      City      Zip

\_\_\_\_\_  
Daytime Telephone Number      Fax Number

\_\_\_\_\_  
E-Mail Address

☐ Mr.      ☐ Ms.

FINANCIAL OFFICER (Type or Print)

\_\_\_\_\_  
Title and Agency

\_\_\_\_\_  
Official Agency Mailing Address      City      Zip

\_\_\_\_\_  
Daytime Telephone Number      Fax Number

\_\_\_\_\_  
E-Mail Address

☐ Mr.      ☐ Ms.

AUTHORIZED OFFICIAL (Type or Print)

\_\_\_\_\_  
Title and Agency

\_\_\_\_\_  
Official Agency Mailing Address      City      Zip

\_\_\_\_\_  
Daytime Telephone Number      Fax Number

\_\_\_\_\_  
E-Mail Address

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3. | <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                    |
|                                                        | <b>2</b> Business name/disregarded entity name, if different from above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                    |
|                                                        | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States.) |
|                                                        | <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                    |
|                                                        | <b>5</b> Address (number, street, and apt. or suite no.). See instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Requester's name and address (optional)                                                                                                                                                                                                                                                                            |
|                                                        | <b>6</b> City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                    |
|                                                        | <b>7</b> List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                    |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |  |  |  |   |   |  |  |   |  |  |  |
|---------------------------------------|--|--|--|---|---|--|--|---|--|--|--|
| <b>Social security number</b>         |  |  |  |   |   |  |  |   |  |  |  |
|                                       |  |  |  | - |   |  |  | - |  |  |  |
| <b>or</b>                             |  |  |  |   |   |  |  |   |  |  |  |
| <b>Employer identification number</b> |  |  |  |   |   |  |  |   |  |  |  |
|                                       |  |  |  |   | - |  |  |   |  |  |  |

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                          |      |
|------------------|--------------------------|------|
| <b>Sign Here</b> | Signature of U.S. person | Date |
|------------------|--------------------------|------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

| IF the entity/individual on line 1 is a(n) . . .                             | THEN check the box for . . .                                            |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| • Corporation                                                                | Corporation.                                                            |
| • Individual or                                                              | Individual/sole proprietor.                                             |
| • Sole proprietorship                                                        |                                                                         |
| • LLC classified as a partnership for U.S. federal tax purposes or           | Limited liability company and enter the appropriate tax classification: |
| • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation | P = Partnership,<br>C = C corporation, or<br>S = S corporation.         |
| • Partnership                                                                | Partnership.                                                            |
| • Trust/estate                                                               | Trust/estate.                                                           |

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .                                                              | THEN the payment is exempt for . . .                                                                                                                                                                          |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| • Interest and dividend payments                                                         | All exempt payees except for 7.                                                                                                                                                                               |
| • Broker transactions                                                                    | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| • Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4.                                                                                                                                                                                    |
| • Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5. <sup>2</sup>                                                                                                                                                            |
| • Payments made in settlement of payment card or third-party network transactions        | Exempt payees 1 through 4.                                                                                                                                                                                    |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account:                                                                              | Give name and SSN of:                                                                                   |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1. Individual                                                                                          | The individual                                                                                          |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI                  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Two or more U.S. persons (joint account maintained by an FFI)                                       | Each holder of the account                                                                              |
| 4. Custodial account of a minor (Uniform Gift to Minors Act)                                           | The minor <sup>2</sup>                                                                                  |
| 5. a. The usual revocable savings trust (grantor is also trustee)                                      | The grantor-trustee <sup>1</sup>                                                                        |
| b. So-called trust account that is not a legal or valid trust under state law                          | The actual owner <sup>1</sup>                                                                           |
| 6. Sole proprietorship or disregarded entity owned by an individual                                    | The owner <sup>3</sup>                                                                                  |
| 7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))** | The grantor*                                                                                            |

| For this type of account:                                                                                                                                                                   | Give name and EIN of:     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 8. Disregarded entity not owned by an individual                                                                                                                                            | The owner                 |
| 9. A valid trust, estate, or pension trust                                                                                                                                                  | Legal entity <sup>4</sup> |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553                                                                                                                  | The corporation           |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization                                                                                                 | The organization          |
| 12. Partnership or multi-member LLC                                                                                                                                                         | The partnership           |
| 13. A broker or registered nominee                                                                                                                                                          | The broker or nominee     |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity         |
| 15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**                                               | The trust                 |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



# SUPPLIER CHANGE REQUEST FORM INSTRUCTIONS

Agency Vendor Liaisons **MUST** complete all areas indicated (as required) for Agency Liaisons and review the form to ensure the supplier has completed the areas for Supplier Use Only.

|                                      |                                                 |
|--------------------------------------|-------------------------------------------------|
| <b>New</b>                           | Select if the supplier has not been approved.   |
| <b>Existing</b>                      | Select if the supplier is an existing supplier. |
| <b>Supplier ID Number (REQUIRED)</b> | Enter the Supplier ID Number.                   |

## SECTION 1 SUPPLIER IDENTIFICATION

This section **MUST** be completed in its **entirety** by the supplier unless otherwise indicated in the descriptions below.

| FIELD                                      | DESCRIPTION                                                                                                                                                                                                                                      |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FEI/SSN/TIN (REQUIRED)                     | Required for all requests. If requesting to change or correct a tax identification number, the supplier must enter their <b><u>new or correct</u></b> tax identification number, i.e., SSN/TIN/EIN.                                              |
| SUPPLIER NAME (REQUIRED)                   | Required for all requests. If the supplier is requesting to change or correct their name, enter the supplier's <b><u>new or correct</u></b> name.                                                                                                |
| DOING BUSINESS AS (dba)                    | Enter the supplier's DBA name, if <b>different</b> from the supplier's name. If the supplier is requesting to add/change/correct their DBA name, enter the supplier's <b><u>new or correct</u></b> DBA name.                                     |
| PHYSICAL ADDRESS (REQUIRED)                | Required for all requests. If the supplier is requesting to add/change/correct a physical address, the supplier must enter the <b><u>new or correct</u></b> address in Section 1. <b>DO NOT ENTER A PO BOX.</b>                                  |
| ADDITIONAL ADDRESS                         | If the supplier is requesting to add/change/correct an additional address, enter the <b><u>new or correct</u></b> address. <b>P O Boxes are permitted.</b>                                                                                       |
| CONTACT EMAIL (REQUIRED)                   | <b>Required</b> for <b>all</b> requests. To add/change/correct a contact email address, enter the <b><u>new or correct</u></b> email address and submit the request as an address change request.                                                |
| PHONE NUMBERS (REQUIRED)<br>(123) 333-4567 | The supplier's primary phone number is <b>required</b> for <b>all</b> requests. Enter the direct number of the authorized business contact person. If requesting to add or change a contact's phone number, submit as an address change request. |
| DRIVER'S LICENSE #/DL STATE                | Optional. <b>FOR INDIVIDUALS ONLY.</b> Information may be requested after initial request.                                                                                                                                                       |

## SECTION 2 BANK ACCOUNT INFORMATION

The supplier **MUST** complete this section in its entirety to receive payments via Automated Clearing House (ACH). ACH payments are required for all **new and reactivating suppliers**. Also, complete this section to add additional bank information or to change existing bank information.

| ACTION                                                                                                             | DESCRIPTION                                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I DO NOT WISH TO PROVIDE BANKING INFORMATION                                                                       | If the supplier elects not to receive their payments via the ACH, the supplier should select this option to receive a paper check. No comment is needed.                                                                                                                      |
| ADD NEW BANK ACCOUNT                                                                                               | If the supplier is requesting to receive payments via ACH, the supplier <b><u>MUST</u></b> select this option.                                                                                                                                                                |
| CHANGE EXISTING BANK ACCOUNT                                                                                       | If the supplier is requesting to change their existing ACH bank information, the supplier <b><u>MUST</u></b> select this option. Changing bank information can result in a supplier no longer being able to receive payment via ACH.                                          |
| ENTER LOC #<br>(Agency Liaison <b><u>MUST</u></b> complete when applicable)                                        | When a supplier requests to change existing bank account information, the Agency Liaison <b><u>MUST</u></b> enter the Location # where the <b><u>EXISTING</u></b> bank information is found in the State's financial system.                                                  |
| REPLACE REMITTANCE ADDRESS AT LOC # WITH ADDR ID #<br>(Agency Liaison <b><u>MUST</u></b> complete when applicable) | To change a Location's Remittance Address in TeamWorks if a supplier has multiple addresses, enter the Location # and the new Remittance Addr ID #. <b>Submit as a bank change.</b>                                                                                           |
| REPLACE INVOICING ADDRESS AT LOC # WITH ADDR ID #<br>(Agency Liaison <b><u>MUST</u></b> complete when applicable)  | To change a Location's Invoicing Address in TeamWorks if a supplier has multiple addresses, enter the Location # and the new Invoicing Addr ID #. <b>Submit as a bank change.</b>                                                                                             |
| ROUTING #                                                                                                          | Required. <b><u>MUST</u></b> be 9-digits.                                                                                                                                                                                                                                     |
| NEW BANK ACCOUNT #                                                                                                 | Required.                                                                                                                                                                                                                                                                     |
| LAST FOUR DIGITS OF PREVIOUS BANK ACCOUNT#                                                                         | Enter the last 4-digits of the bank account number previously provided for payments. <b>Required for Existing Bank Account Changes Only.</b>                                                                                                                                  |
| GENERAL BANK ACCOUNT                                                                                               | Required, if <b><u>ALL PAYMENTS</u></b> from <b><u>ALL AGENCIES</u></b> should be deposited to the bank account provided.                                                                                                                                                     |
| SPECIFIC PURPOSE/DESCRIPTION                                                                                       | Required, if <b><u>SPECIFIC PAYMENTS</u></b> are expected from a <b><u>SPECIFIC AGENCY</u></b> designated for a <b><u>SPECIFIC PURPOSE</u></b> such as grants, operating accts, Pre-K, etc.                                                                                   |
| PYMT REMIT EMAIL                                                                                                   | Optional, but <b><u>RECOMMENDED</u></b> to receive notification of payment(s) processed.<br>Enter the email address where to receive payment notifications.<br>To add or change a payment remit email address for existing bank information, submit as a bank change request. |
| PRINTED NAME OF COMPANY OFFICER                                                                                    | Required for banking requests                                                                                                                                                                                                                                                 |
| SIGNATURE OF COMPANY OFFICER                                                                                       | Required for banking requests. Must be the electronic signature embedded in the SCR or an ink signature.                                                                                                                                                                      |
| DATE                                                                                                               | Required for banking requests. The date cannot be more than 60 days old from the date SAO receives the SCR.                                                                                                                                                                   |

### **SECTION 3 – DIVERSITY IDENTIFICATION (REQUIRED)**

This section **MUST** be completed to properly classify the supplier. There are (3) certifications under this section. Minority businesses must include their Disadvantaged Business Enterprise (DBE) Certification and proof they have registered with Team Georgia Marketplace with all requests.

| <b>BUSINESS CERTIFICATIONS<br/>(REQUIRED)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| *GA SMALL BUSINESS                            | Based on Georgia law (OCGA 50-5-21) (3) "Small business" means any business which is independently owned and operated. Additionally, such business must have either less than 300 employees OR less than \$30 million in gross receipts per year.                                                                                                                                                                                                                                                                                                                  |
| ** GEORGIA RESIDENT BUSINESS                  | Based on Georgia law (OCGA 50-5-121) (2) "Georgia resident business" means any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure. |
| WOMEN OWNED                                   | Women-owned businesses are not considered minority businesses in the State of Georgia.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| MINORITY BUSINESS CERTIFIED                   | Companies desiring to certify as a "minority business enterprise" or a "minority subcontractor" may do so by first submitting an application for the Disadvantaged Business Enterprise (DBE) Certification to GDOT. Only suppliers who have successfully completed the DBE certification process and registered in Team Georgia Marketplace are listed as a "Certified Minority Business Enterprises".                                                                                                                                                             |

| <b>MINORITY BUSINESS ENTERPRISE (51% OWNERSHIP) (REQUIRED)</b> |                                                           |
|----------------------------------------------------------------|-----------------------------------------------------------|
| MINORITY BUSINESS ENTERPRISE                                   | Non-certified companies that are 51% owned by a minority. |

| <b>VETERAN-OWNED SMALL BUSINESS (Check All That Apply)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| VETERAN-OWNED SMALL BUSINESS                               | "A Veteran Business Enterprise (VBE) or a Service Disable Veteran Business Enterprise (SDVBE) are state-level designations for small businesses 51% owned and operated by a United States Veteran. A United States Veteran must own or control 100% of the assets of a sole proprietorship, at least 51% of the equity interests in a partnership, at least 51% of the aggregate of all stock outstanding, at least 51% of the membership interests in a limited liability company, 100% of the control of a sole proprietorship, or at least 51% of the control of a general partnership." |



## SECTION 4 – REQUESTED CHANGE(S)

Select all items that pertain to this request. **If no selection is made, the form will be rejected.**

**X – REQUIRED**

**X – OPTIONAL OR REQUESTED**

| FIELD                                                                                   | DESCRIPTION                                                                                                                                                                      | FORMS TO SUBMIT |     |                              |                  |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----|------------------------------|------------------|
|                                                                                         |                                                                                                                                                                                  | W-9             | SCR | VOIDED CHECK/<br>BANK LETTER | PROOF OF ADDRESS |
| FEI/TIN CHANGE                                                                          | Select if changing FEIN/TIN. Enter the <b>new number</b> in Section 1 and <b>submit a current updated W9</b> . <i><b>*If 1099 applicable, the FEI/TIN cannot be changed*</b></i> | X               | X   |                              |                  |
| SUPPLIER (Business) NAME CHANGE                                                         | Select if changing supplier/business name. Enter the <b>new name</b> in Section 1 and <b>submit a current updated W9</b> .                                                       | X               | X   |                              |                  |
| 1099 ELIGIBILITY STATUS                                                                 | Select to change a supplier that is <b>NOT</b> currently 1099 eligible to 1099 eligible.                                                                                         |                 |     |                              |                  |
| NON - 1099 APPLICABLE                                                                   | Select to indicate supplier is not eligible to receive a 1099. <b>Do not select if already receiving a 1099.</b>                                                                 |                 |     |                              |                  |
| 1099 APPLICABLE                                                                         | Select to change a supplier that is <b>NOT</b> currently 1099 eligible to 1099 eligible status.                                                                                  |                 |     |                              |                  |
| 1099 ADDR ID#<br>(Agency Liaison <b>MUST</b> enter the Address ID # where to mail 1099) | Enter the Addr ID # where to mail the Supplier's 1099. Required for 1099 eligible requests.                                                                                      |                 | X   |                              |                  |
| 1099-M/ENTER CODE<br>(Agency Liaison <b>MUST</b> enter code)                            | Select, if requesting to make a supplier 1099 applicable who will receive a 1099-M (excluding non-employee compensation). Enter the appropriate code in the Code field.          |                 |     |                              |                  |
| 1099-N/CODE                                                                             | Select, if requesting to make a supplier 1099 applicable who will receive a 1099-NEC for Non-employee Compensation. '01' is the only valid code the 1099-N.                      |                 |     |                              |                  |
| REACTIVATE SUPPLIER PROFILE                                                             | Select if:<br>1. requesting to reactivate an inactive supplier profile, <b>OR</b><br>2. the supplier was previously denied approval                                              | X               | X   | X                            |                  |
| DEACTIVATE SUPPLIER PROFILE                                                             | Select if requesting to deactivate a supplier profile. Additionally, the supplier <b>MUST</b> provide signed and dated written justification.                                    |                 | X   |                              |                  |
| ADD ADDITIONAL ADDRESS                                                                  | Select if adding an <i>additional</i> business address. Enter the additional address in Section 1 of the form.                                                                   |                 |     |                              |                  |
| CHANGE EXISTING ADDRESS                                                                 | Select if changing a current business address. Enter as the physical <b>new address</b> in Section 1 of the form.                                                                |                 | X   |                              | X                |
| ADDRESS ID # TO CHANGE<br>(Agency Liaison <b>MUST</b> complete when applicable)         | Required, if the request is to change the supplier's existing address. Agency Liaison <b>must</b> enter the Address ID number found in TeamWorks to change.                      |                 |     |                              |                  |

## SECTION 4 – REQUESTED CHANGE(S) cont'd.

| FIELD                                           | DESCRIPTION                                                                                                                                                                                                                         | FORMS TO SUBMIT |     |                              |                  |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----|------------------------------|------------------|
|                                                 |                                                                                                                                                                                                                                     | W-9             | SCR | VOIDED CHECK/<br>BANK LETTER | PROOF OF ADDRESS |
| PAYMENT ALT NAME<br><b>Do not enter the DBA</b> | <b>SUBMIT AS AN ADDRESS REQUEST</b><br>1. Complete if payments should have an additional name other than what is indicated in Section 1.<br>2. If requesting to change the Payment ALT name, enter the <b>new</b> Payment ALT Name. |                 | X   |                              | X                |
| HCM Vendor                                      | Required, for an HCM supplier.                                                                                                                                                                                                      | X               | X   | X                            | X                |
| Statewide Contract<br><b>(DOAS Use Only)</b>    | This option is required for DOAS only. Select, if the supplier is under an SWC or to identify a supplier as an SWC vendor.                                                                                                          |                 | X   |                              |                  |
| OTHER                                           | Select if the requested action is <b>not</b> listed in Section 2. <b>Must provide details in the "Comments" field.</b>                                                                                                              | X               | X   | X                            | X                |

**SECTION 5 – AGENCY LIAISON CERTIFICATION (CJCC USE ONLY - DO NOT COMPLETE)**

|                                   |                                                                                                   |
|-----------------------------------|---------------------------------------------------------------------------------------------------|
| PRINTED NAME OF AGENCY<br>LIAISON | Required.                                                                                         |
| SIGNATURE OF AGENCY<br>LIAISON    | Required. Must be the electronic signature embedded in the SCR or an ink signature.               |
| DATE                              | Required. The date cannot be more than 60 days old from the date submitted to SAO for processing. |
| B/U#                              | Required.                                                                                         |

# CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: \_\_\_\_\_

AGENCY NAME: \_\_\_\_\_

**1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)**

- ☐ **MONTHLY** (Requests for reimbursement are due 15 days after the end of the month)
- ☐ **QUARTERLY** (Requests for reimbursement are due 30 days after the end of the quarter)

**2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)**

- ☐ **ELECTRONIC FUNDS TRANSFER** (Reimbursements will be deposited into the bank account listed below.  
A voided check must be attached to ensure proper routing of funds.)

BANK NAME: \_\_\_\_\_

BANK ROUTING NUMBER: \_\_\_\_\_

BANK ACCOUNT NUMBER: \_\_\_\_\_

AGENCY CONTACT NAME: \_\_\_\_\_

AGENCY CONTACT  
TELEPHONE NUMBER: \_\_\_\_\_

AGENCY AUTHORIZED  
OFFICIAL NAME AND TITLE: \_\_\_\_\_

AGENCY AUTHORIZED  
OFFICIAL SIGNATURE: \_\_\_\_\_

- ☐ **CHECK** (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP: \_\_\_\_\_

ATTENTION: \_\_\_\_\_

AGENCY AUTHORIZED  
OFFICIAL SIGNATURE: \_\_\_\_\_

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For CJCC Use ONLY

|                         |  |
|-------------------------|--|
| CJCC Auditor:           |  |
| Phone Number:           |  |
| Grant Award Number:     |  |
| GBI Entry Initial/Date: |  |

REQUEST DATE: \_\_\_\_\_

SUBGRANTEE: Macon-Bibb County Commission

SUBGRANT #: Y25-8-002

PROJECT NAME: FY25 Juvenile Justice Incentive Grant

NATURE OF ADJUSTMENT:

Mark all that apply.

Adjustments of each type shown should be entered in the section indicated.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REVISED BUDGET . . . . .

PROJECT PERIOD AND/OR EXTENSION.

PROJECT OFFICIALS/ADDRESSES. . .

PROJECT PERSONNEL. . . . .

GOALS AND OBJECTIVES . . . . .

OTHER. . . . .

Go To . . . .

Go To . . . .

Go To . . . .

Go To . . . .

Go To . . . .

Go To . . . .

SECTION I

SECTION II

SECTION III

SECTION III

SECTION III

SECTION III

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

|           | CURRENT APPROVED | REVISIONS +/- | REVISED BUDGET |
|-----------|------------------|---------------|----------------|
| PERSONNEL | \$ 0             |               |                |
| EQUIPMENT | 0                |               |                |
| SUPPLIES  | 0                |               |                |
| TRAVEL    | 0                |               |                |
| PRINTING  | 0                |               |                |
| OTHER     | 220,143          |               |                |
| TOTAL     | \$ 220,143       |               |                |
| Federal   | \$ 220,143       |               |                |
| Match     | \$ 0             |               |                |

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD

Start Date: 07/01/24

End Date: 06/30/25

REQUESTED GRANT PERIOD

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

FOR EXTENSION,

# OF MONTHS: \_\_\_\_\_

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)



CRIMINAL JUSTICE COORDINATING COUNCIL  
SUBGRANT ADJUSTMENT REQUEST  
FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: \_\_\_\_\_

SUBGRANTEE: Macon-Bibb County Commission

SUBGRANT #: Y25-8-002

PROJECT NAME: FY25 Juvenile Justice Incentive Grant

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**SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES**

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

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**SUBMITTED BY:**

\_\_\_\_\_  
Signature of Financial Officer or Project Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

---

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**CJCC ROUTING AND APPROVALS:**

Approval

Disapproval

Reviewer Signature

Reviewed By: \_\_\_\_\_

Authorized By: \_\_\_\_\_

EXPENDITURES FOR THE PERIOD OF \_\_\_\_\_ THRU \_\_\_\_\_ FINAL RPT? (Y/N) \_\_\_\_\_

SUBGRANTEE: Macon-Bibb County Commission  
700 Poplar Street  
Macon, GA 31201

PROJECT NAME: FY25 Juvenile Justice Incentive Grant  
PROJECT PERIOD: 07/01/24 to 06/30/25

| COMBINED FEDERAL & MATCH EXPENDITURES |                 |                         |                                    |                   |                      |
|---------------------------------------|-----------------|-------------------------|------------------------------------|-------------------|----------------------|
|                                       | APPROVED BUDGET | PREVIOUSLY N/A THIS RPT | APPROVED EXPENDITURES N/A THIS RPT | REMAINING BALANCE | EXPENDED THIS PERIOD |
| PERSONNEL                             | \$ 0            | \$ 0                    | \$ 0                               | \$ 0              | \$                   |
| EQUIPMENT                             | 0               | 0                       | 0                                  | 0                 |                      |
| SUPPLIES                              | 0               | 0                       | 0                                  | 0                 |                      |
| TRAVEL                                | 0               | 0                       | 0                                  | 0                 |                      |
| PRINTING                              | 0               | 0                       | 0                                  | 0                 |                      |
| OTHER                                 | 220,143         | 0                       | 0                                  | 220,143           |                      |
| TOTAL                                 | \$ 220,143      | \$ 0                    | \$ 0                               | \$ 220,143        | \$                   |
| FEDERAL                               | 220,143         | 0                       | 0                                  | 220,143           |                      |
| MATCH                                 | 0               | 0                       | 0                                  | 0                 |                      |

|                                                                            |                                                                                       |
|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| EARNED PROJECT INCOME FOR THE PERIOD:<br>FORFEITED \$ _____ OTHER \$ _____ | EARNED PROJECT STATUS INCOME FOR THE PERIOD:<br>EXPENDED \$ _____ UNEXPENDED \$ _____ |
|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------|

**CERTIFICATION:** I certify that the above statements are accurate based on official records, that expenditures shown have been made for the purpose of, and in accordance with, applicable grant terms and conditions, and that appropriate supportive documentation relative to all expenditures is attached.

SUBGRANTEE OFFICIAL APPROVAL:

PREPARED BY: \_\_\_\_\_ OFFICIAL'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ TYPED NAME & TITLE \_\_\_\_\_

FOR CRIMINAL JUSTICE COORDINATING COUNCIL USE ONLY

SUBGRANT #: Y25-8-002 AMOUNT REQUESTED THIS REPORT: \_\_\_\_\_

SUBGRANT AWARD: \$ 220,143 REVIEWED BY (INITIALS & DATE): \_\_\_\_\_

REQUESTED TO DATE: \_\_\_\_\_

BALANCE: \_\_\_\_\_ AUTHORIZED BY \_\_\_\_\_ DATE \_\_\_\_\_

\* Substantiated \_\_\_\_\_ Advanced \_\_\_\_\_

| FOR ACCOUNTING USE ONLY                              |             |         |         |       |         | DISCOUNT     | PO/AUTH | PAY DATE |
|------------------------------------------------------|-------------|---------|---------|-------|---------|--------------|---------|----------|
| Tif EI - Partial Order<br>Tif ED - Schedule Pay Date |             |         |         |       |         | INVOICE      |         | AMOUNT   |
| DEPARTMENT                                           | FUND SOURCE | PROJECT | PROGRAM | CLASS | ACCOUNT | Y25-8-002E01 |         |          |
| 4710606000                                           | 01          | 01      | 0630104 | 315   | 707002  |              |         |          |



# SUPPLIER CHANGE REQUEST FORM

Agency Supplier Liaisons MUST complete the Agency Liaison Use Only sections AND ensure the supplier has completed sections 1 - 3, the Supplier Use Only sections prior to submitting this form to SAO.

☐ NEW

☐ EXISTING

SUPPLIER ID NUMBER: Agency Use Only

|   |   |   |   |  |  |  |  |  |  |
|---|---|---|---|--|--|--|--|--|--|
| 0 | 0 | 0 | 0 |  |  |  |  |  |  |
|---|---|---|---|--|--|--|--|--|--|

## SECTION 1: SUPPLIER IDENTIFICATION

FEI/SSN/TIN

Supplier Name:

Doing Business As (dba): if applicable

### SUPPLIER ADDRESS

Address 1:

Address 2:

City:

State:  Postal Code:

Contact Email:

Primary Phone #:  Ext:  ☐ Landline ☐ Cell Used for Identity Verification

Secondary Phone #:  Ext:  ☐ Landline ☐ Cell Used for Identity Verification

Driver's License #: For individuals only

DL State:

## SECTION 2: BANK ACCOUNT INFORMATION

Required for New and Reactivating suppliers to add/change bank information to receive payments via ACH.

☐ I do not wish to provide banking information and understand all payments made to me will be via check.

☐ Replace Remittance Address at Loc #  With Addr ID #

☐ Replace Invoicing Address at Loc #  With Addr ID #

☐ Add New Bank Account ☐ Change Bank Account Enter Loc #  Agency Liaisons are required to complete items on this line for bank changes

ROUTING #

NEW ACCOUNT #

Last Four Digits of Previous Bank Account # For changes only

☐ Check here if General Bank Account can be used by ALL State of Georgia agencies making payments.

☐ Check here if this account can only be used for a SPECIFIC PURPOSE

DESCRIBE SPECIFIC PURPOSE

## ACCOUNTS RECEIVABLE NOTIFICATION

PAYMENT REMIT EMAIL ADDRESS 1:

PAYMENT REMIT EMAIL ADDRESS 2:

I authorize the State of Georgia to deposit payment for goods and/or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named below. It is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information. The State of Georgia independently authenticates bank account ownership.

Printed Name of Company Officer

Signature of Company Officer

Date

### SECTION 3: DIVERSITY IDENTIFICATION (Check ALL That Apply)

#### BUSINESS CERTIFICATIONS

- |                                                 |                                                      |
|-------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> GA Small Business*     | <input type="checkbox"/> Women Owned                 |
| <input type="checkbox"/> GA Resident Business** | <input type="checkbox"/> Minority Business Certified |
| <input type="checkbox"/> Not Applicable         | <input type="checkbox"/> Prefer Not to Disclose      |

#### MINORITY BUSINESS ENTERPRISE (51% ownership)

- |                                                 |                                           |
|-------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Hispanic – Latino      | <input type="checkbox"/> African American |
| <input type="checkbox"/> Native American        | <input type="checkbox"/> Asian American   |
| <input type="checkbox"/> Pacific Islander       | <input type="checkbox"/> Not Applicable   |
| <input type="checkbox"/> Prefer Not to Disclose |                                           |

\*Based on Georgia law (OCGA 50-5-21) (3) “**Small Business**” means any business which is independently owned and operated. Additionally, such business must either have 300 or less employees OR \$30 million or less in gross receipts per year.

\*\***Georgia resident business** is defined as any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.

### VETERAN-OWNED SMALL BUSINESS (Check ALL That Apply)

- ☐ Nonveteran-owned Small Business ☐ Veteran-owned Small Business ☐ Service Disabled VOSB ☐ Prefer Not to Disclose

### SECTION 4: REQUESTED CHANGE(S) – (Check ALL That Apply)

- ☐ **FEI/TIN Change** (Cannot change if supplier is 1099 applicable)
- ☐ **Business Name Change**
- ☐ **1099 Eligible** Cannot change to non-eligible if supplier is already 1099 eligible

1099 Addr ID # Agency Liaisons are REQUIRED to enter the AddrID # where to mail 1099

☐ 1099 – M Enter Code (Required for Form 1099 – M)

☐ 1099 – N **Code 01** (01 is the only code available for the 1099 – NEC)

- ☐ **Reactivate Supplier Profile**
- ☐ **Deactivate Supplier Profile** (Agency Liaison MUST attach written justification from the supplier with the SCR.)
- ☐ **Add Additional Business Address** (Enter additional address in Section 1)
- ☐ **Change Existing Business Address** Enter Addr ID # to change: (Agency Liaisons are required to enter Addr ID # to change)
- ☐ **Change/Add Payment Alt Name to an existing address** (if payable to a different name).

Payment Alt Name:

- ☐ **Classification Change:** (Agency Liaisons are required to check one for Classification Changes.)
- |                                              |                                       |                                            |                                                |
|----------------------------------------------|---------------------------------------|--------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Attorney            | <input type="checkbox"/> HCM          | <input type="checkbox"/> Student           | <input type="checkbox"/> Supplier Non-minority |
| <input type="checkbox"/> Gov Non-State of GA | <input type="checkbox"/> Non-Supplier | <input type="checkbox"/> Supplier Minority |                                                |

☐ **Statewide Contract** (DOAS Use Only)

☐ **HCM Vendor**

☐ **Other** (Provided details in the Comments section below)

☐ **Comments**

### AGENCY USE ONLY SECTION 5: AGENCY LIAISON CERTIFICATION (REQUIRED)

By my signature below, I certify that all reasonable effort has been made to submit information that is complete, accurate, true, and is associated with the supplier's name and Tax ID listed above.

AGENCY LIAISON NAME

AGENCY LIAISON SIGNATURE

DATE

B/U#

Revised 12/2023



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#### LEGISLATIVE SPONSORS

- |                                                            |                                                             |
|------------------------------------------------------------|-------------------------------------------------------------|
| <input checked="" type="checkbox"/> MAYOR LESTER M. MILLER | <input type="checkbox"/> MAYOR PRO TEMPORE SETH CLARK       |
| <input type="checkbox"/> COMMISSIONER VALERIE WYNN         | <input type="checkbox"/> COMMISSIONER PAUL BRONSON          |
| <input type="checkbox"/> COMMISSIONER ELAINE LUCAS         | <input type="checkbox"/> COMMISSIONER MALLORY C. JONES, III |
| <input type="checkbox"/> COMMISSIONER RAYMOND WILDER       | <input type="checkbox"/> COMMISSIONER BILL HOWELL           |
| <input type="checkbox"/> COMMISSIONER VIRGIL WATKINS, JR.  | <input type="checkbox"/> COMMISSIONER BRENDA LYN BAILEY     |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ACCEPT AN FAA AIRPORT INFRASTRUCTURE GRANT, FUNDED BY THE BIPARTISAN INFRASTRUCTURE LAW, IN AN AMOUNT OF UP TO \$1,021,109, WITH A 5% LOCAL MATCH, FOR THE PURPOSE OF COMPLETING PHASE 2 OF THE RUNWAY 5-23 EXTENSION PROJECT; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, by Resolution R-23-0147, the Macon-Bibb County Commission authorized the Mayor to enter into an agreement with Piedmont Mining LLC for the construction of the Runway 5-23 Extension at the Middle Georgia Regional Airport; and

**WHEREAS**, the aforementioned construction project is expected to be partially funded by FAA Airport Infrastructure Grant (“AIG”) funding; and

**WHEREAS**, the County has submitted an application for and has been awarded Bipartisan Infrastructure Law – AIG funding, in the amount of \$1,021,109.00, for continued work on the Runway 5-23 Extension project; and

**WHEREAS**, the grant requires a 5% local match, which will be with by airport funds being used for a portion of the funding for the Runway 5-23 Extension project; and

**WHEREAS**, the AIG agreement is attached hereto and incorporated herein by reference as Exhibit A; and

**WHEREAS**, the Macon-Bibb County Commission desires to accept the AIG funding, in the amount of \$1,021,109.00, for the aforementioned 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 accept an FAA Airport Infrastructure Grant funded by the Bipartisan Infrastructure Law, in the amount of ONE MILLION TWENTY-ONE THOUSAND ONE HUNDRED NINE DOLLARS AND 00/100 CENTS (\$1,021,109.00), with a 5% local match requirement, for the purpose of funding the Runway 5-23 Extension project, upon the terms and conditions detailed in Exhibit A.

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

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission grants the Mayor and the County Manager, or their designees, 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 in the event scrivener's errors shall be discovered in this Resolution 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** that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then

this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

**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 the Commission

*Q:\RES MACON-BIBB\2024 Miller Authorizing Acceptance Of BIL - Airport Infrastructure Grant - \$1,021,109.00 7-11-24.Docx*

# **EXHIBIT A**



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Southern Region  
Georgia, Puerto Rico, South Carolina, Virgin  
Islands

Atlanta Airports District Office:  
1701 Columbia Ave., Suite 220  
College Park, GA 30337

July 10, 2024

Mayor of Macon-Bibb County Lester Miller  
700 Poplar Street  
Macon, GA 31202

Dear Lester Miller:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-13-0079-037-2024 at Middle Georgia Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than August 12, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Gaethan Amedee, (404) 305-6746, Gaethan.Amedee@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Parks Preston

Parks Preston (Jul 10, 2024 12:41 EDT)

Parks Preston  
Manager





U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT  
GRANT AGREEMENT  
Part I - Offer**

|                                     |                                 |
|-------------------------------------|---------------------------------|
| Federal Award Offer Date            | July 10, 2024                   |
| Airport/Planning Area               | Middle Georgia Regional Airport |
| Airport Infrastructure Grant Number | 3-13-0079-037-2024              |
| Unique Entity Identifier            | TVNBHEU6LLY9                    |
| TO:                                 | Macon-Bibb County               |
|                                     | (herein called the "Sponsor")   |

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated February 07, 2024, for a grant of Federal funds for a project at or associated with the Middle Georgia Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Middle Georgia Regional Airport (herein called the "Project") consisting of the following:

**Extend Runway 5/23 (7,100 feet) – Site Preparation – Construction - Phase 2**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,021,109.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$1,021,109 for airport development

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before August 12, 2024**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
  - a. May not be increased for a planning project;

- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
  - 1. 15 percent; or
  - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –



1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

- b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 07, 2024, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
  - a. Prohibition of Reprisals.
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;
      - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
      - vii. An authorized official of the Department of Justice or other law enforcement agency.
  - b. Investigation of Complaints.
    - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

**SPECIAL CONDITIONS**

28. **Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA**  
**FEDERAL AVIATION ADMINISTRATION**  
Parks Preston  
Parks Preston (Jul 10, 2024 12:41 EDT)  
(Signature)  
  
Parks Preston  
(Typed Name)  
  
Manager  
(Title of FAA Official)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated July 10, 2024

Macon-Bibb County

(Name of Sponsor)

Lester M. Miller

Lester M. Miller (Jul 10, 2024 14:05 EDT)

(Signature of Sponsor's Authorized Official)

By: Lester M. Miller

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



### CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Georgia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_ %}

By: \_\_\_\_\_  
(Signature of Sponsor's Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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#### ***FOOTNOTES TO ASSURANCE (C)(1)***

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the



Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the



revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  - 1. eliminate such adverse effect in a manner approved by the Secretary; or
  - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**Macon-Bibb County**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of February 07, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.



**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



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**LEGISLATIVE SPONSORS**

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|------------------------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> <b>MAYOR LESTER M. MILLER</b>           | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>              |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>        | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>                 |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>        | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b>        |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>      | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>                  |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b> | <input checked="" type="checkbox"/> <b>COMMISSIONER BRENDA LYN BAILEY</b> |
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**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REQUESTING PUBLIC ASSISTANCE AND SOCIAL SERVICE AGENCIES OPERATING IN MACON-BIBB COUNTY TO ASSESS THEIR SYSTEMS, PROCESSES, AND STAFFING FOR THE PURPOSE OF ELIMINATING BARRIERS WHICH MAY PREVENT CITIZENS FROM RECEIVING NEEDED BENEFITS OR SERVICES; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, there are thousands of residents in Macon-Bibb County in need of public assistance and social services (“Services”) provided by agencies of the State of Georgia, local governmental authorities, and nonprofit operations (“Providers”); and

**WHEREAS**, for citizens experiencing homelessness, poverty, or financial stress, contacting or traveling to a Provider to obtain Services can require a significant commitment of resources, including time, expense, and energy; and

**WHEREAS**, when an individual invests their time and energy into contacting or visiting a Provider, only to learn that their office is closed at an unusual time, or the person who can help them is out for the day, or their call is answered by an automated system that cannot be used to connect to a live operator, such barriers to accessing Services can result in either substantial setbacks in efforts to obtain Services, or can completely prevent the individuals from accessing the Services they need; and

**WHEREAS**, the Macon-Bibb County Commission wishes to encourage those Providers operating in Macon-Bibb County to consider the barriers that may be preventing members of the public from accessing that Provider’s Services, and to make adjustments to systems, processes, and staffing as necessary to achieve consistent and reliable accessibility during normal business hours; and

**WHEREAS**, such adjustments may include using a live phone operator to receive and direct calls, rather than automated systems that can be complicated or frustrating for users; having designated backup assignments for staff, so that Services or case updates are not rendered inaccessible if one employee is on leave or separates from their employment; and having live reception staff on site to welcome and receive visitors and assist them with getting to the correct point of contact within the organization; 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 that Macon-Bibb County government respectfully urges those State, Local Authority, and Non-profit Providers operating in Macon-Bibb County to assess their own operation systems, processes, and staffing, and implement solutions in accordance with this Ordinance, as expeditiously as possible, with a goal of establishing and maintaining full public accessibility no later than September 2024.

**BE IT FURTHER RESOLVED** that a copy of this Resolution be forwarded by the Clerk of Commission to such Providers as may be identified as maintaining offices within Macon-Bibb County, including, without limitation, the Georgia Department of Family and Children Services; the Macon Housing Authority; the Division of Child Support Services; and others.

**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 the Commission

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Improve Accessibility 6-28-24.Docx