



Board of County Commissioners Pre-Commission Meeting

November 5, 2024 | 4:30 PM

City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Stanley Stewart
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 October 15, 2024 meeting
(Sponsored by:)

3. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Appointing Ethiel Garlington To Serve On The Macon Housing Authority Board Of Commissioners;
(Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission To Appoint Robert Mccord To Serve As A Member Of The Retirement Committee For The Macon-Bibb County Pensions And Retirement System, Division A Plan (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Appointing Stanley B. Stewart To The Macon-Bibb County Board Of Health (Sponsored by: Lester M. Miller, Mayor)

4. New Alcohol Beverage Licenses

- a. Red Lobster 0048 located at 2077 Riverside Drive, Macon, GA 31204

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

5. Agreements

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Ground Maintenance Service Agreement With Dixie Lawn & Landscaping, Inc. To Perform Landscaping And Ground Maintenance Services At Riverside Cemetery, In An Annual Amount Of \$156,420.00, To Be Paid From The Parks And Beautification, Contract Labor, Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Ace Enterprises, LLC, To Perform Sidewalk Construction Barrington Hall Drive, At A Cost Of \$397,509.00, To Be Paid From 2018 SPLOST Funds For Road Work; (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Agreement With Surveying And Mapping, Llc, For Utility Location Services & Mapping To Be Paid At A Rate Of Up To \$106.00 Per Hour (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Agreement With Sizemore, Inc., For Security Services At The Bibb County Courthouse, At An Average Hourly Rate Of \$21.00, To Be Paid From The Facilities Maintenance Budget – Government Wide Utilities Account (Sponsored by: Lester M. Miller, Mayor)
- e. A Resolution Of The Macon-Bibb County Commission Authorizing Macon-Bibb County To Execute A Pilot Agreement With The Housing Authority Of Macon-Bibb County, Related To The Rehabilitation Of The Public Housing Community On Bobby Jones Street; (Sponsored by: Lester M. Miller, Mayor)

6. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A FY2024 Homeland Security Grant From The Georgia Emergency Management And Homeland Security Agency In The Amount Of \$3,200.00, With No Local Match Required, To Be Used By The Macon-Bibb County Fire Department For Personal Protective Equipment (Sponsored by: Lester M. Miller, Mayor)

7. Park Improvements at Lynmore Estates and Tree Dedication in Washington Park

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize The Acceptance Of And Approve The Installation Of A Red Maple Tree In Memory Of Jaxon Bilbrey In Washington Park; To Authorize A Supplemental Appropriation In The Amount Of Up To \$500.00 From General Fund – Fund Balance To The Parks And Beautification Budget For The Purchase Of Materials And Memorial Signage (Sponsored by: Lester M. Miller, Mayor)

- b. A Resolution Of The Macon-Bibb County Commission To Authorize The Acceptance Of Park Improvements At Lynmore Estates Park To Be Donated And Installed By Macon Area Habitat For Humanity In Partnership With Citizens Of Georgia Power (Sponsored by: Lester M. Miller, Mayor)

8. Organizational Chart Changes

- a. An Ordinance Of The Macon-Bibb County Commission To Amend The Organizational Chart Of The Solicitor-General's Office, As Detailed Herein (Sponsored by: Lester M. Miller, Mayor)

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);

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
October 15, 2024 – 5:00 PM
City Hall
(Commission Chamber)**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on October 15, 2024 at 5:00 PM in the Commission Chamber at the Government Center.

COMMISSION MEMBERS PRESENT

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Paul Bronson
Commissioner Stanley Stewart
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Virgil Watkins
Commissioner Brendalyn Bailey

COMMISSIONER MEMBERS ABSENT:

Commissioner Mallory Jones

STAFF PRESENT

Duke Groover, Interim County Attorney
Janice Ross, Clerk of Commission
Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Michael McNeill, Sr. Asst Co. Attorney
Sara Davis, Asst. Co. Attorney
Andreanna Beavers, Asst. Co. Attorney
Frank Howard, Asst. Co. Attorney
Chris Floore, Communications
Olivia Waters, Communications
Edna Adams, Communications

1. Call to Order

Mayor Lester M. Miller

Mayor Miller stated he wanted to start the meeting by making a statement regarding the vote taken at a recent Commission meeting regarding the plaque that was requested through the Parks and Beautification Department, regarding Charlie Bengner. He continued that for all intents and purposes, the vote passed at the previous meeting. However, that vote carries in the Ordinance that allows the Mayor the authority whether or not to accept the donated plaque. He stated that at this time, as Mayor, I have decided not to accept the donated plaque and have requested that the Daughters of the Confederacy as well as local African American Leaders and NAACP members facilitate a meeting to discuss the request in more depth, at which time we will hold off on any decision for the installation of any plaque at Rose Hill Cemetery until such time as we get a report and at that time we will announce that to the public. If it should come back, some people could speak regarding the item then. He stated that he would repeat this at the 6:00 p.m. meeting.

2. Approval of Minutes

- a. Approval of the minutes from the October 1, 2024 Pre-Commission meeting (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Watkins, seconded by Commissioner Bronson

and carried with a vote of six to two with Commissioners Bronson, Stewart, Clark, Wilder, Howell and Watkins casting affirmative votes and Commissioners Wynn and Bailey casting the dissenting votes the Rules of Procedure were temporarily suspended in order to change the votes of the October 1, 2024 Pre-Commission meeting regarding the Resolution Of The Macon-Bibb County Commission To Approve The Installation And Dedication Of A Donated Plaque In Memory Of Charley Bengner At Soldier's Square In Rose Hill Cemetery.

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bronson and carried by a vote of seven to one with Commissioners Bronson, Stewart, Clark, Wilder, Howell, Watkins and Bailey casting the affirmative votes and Commissioner Wynn casting the dissenting vote Commissioners Bronson, Watkins and Mayor Pro Tem Clark changed their votes in the October 1, 2024 Pre-Commission meeting to "no" making the final vote on the Resolution Of The Macon-Bibb County Commission To Approve The Installation And Dedication Of A Donated Plaque In Memory Of Charley Bengner At Soldier's Square In Rose Hill Cemetery five to three, marking the final vote Commissioners Wynn, Jones Wilder Howell and Bailey voting in the affirmative and Commissioners Bronson , Wynn and Mayor Pro Tem Clark casting dissenting votes.

During debate on the motion to change the vote records for the October 1, 2024 Pre-Commission meeting, Commissioner Howell noted that all Commissioners received the meeting agenda and complete copies of all of the materials for each agenda item, and had ample knowledge and information to cast an informed vote at the time of the meeting.

Commissioner Howell requested that these comments be expressly stated in the minutes of the meeting.

On motion of Mayor Miller, seconded by Mayor Pro Tem Clark and carried unanimously, the minutes were approved as amended.

3. New Alcohol Beverage Licenses

- a. Daanish 2353 D.B.A. USA Grocery located at 2353 Ingleside Avenue, Macon, GA 31204

(Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Mayor Pro Tem Clark and carried unanimously, the Daanish 2353 D.B.A. USA Grocery located at 2353 Ingleside Avenue, Macon, GA 31204 was denied.

Reviewed by Legal. Business location's gas pumps are not functional and business does not offer the food products required to meet the

criteria of a Food Mart as defined in MBC Sec. 4-1. Business location is a Vice Mart and pursuant to MBC Sec. 4-36(9)(B) Vice Marts shall not receive new alcohol licensure. Legal recommends denial.

- b. Krunch N Munch Food Mart located at 2793 Montpelier Avenue

Reviewed by Legal. Business location's gas pumps are not functional and business does not offer the food products required to meet the criteria of a Food Mart as defined in MBC Sec. 4-1. Business location is a Vice Mart and pursuant to MBC Sec. 4-36(9)(B) Vice Marts shall not receive new alcohol licensure. Legal recommends denial.

(Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bailey and carried unanimously, the new alcohol beverage license for Krunch N Munch Food Mart located at 2793 Montpelier Avenue was denied.

- c. Shurling Food Mart located at 2904 Shurling Drive, Macon, GA

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

On motion of Mayor Miller, seconded by Commissioner Bailey and by a vote of 5 to 3 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Wilder, Commissioner Howell, Commissioner Bailey casting the affirmative votes and Commissioner Bronson, Commissioner Watkins, Commissioner Stewart casting the dissenting vote, the new alcohol beverage license for Shurling Food Mart located at 2904 Shurling Drive, Macon, GA was approved/

Legal recommends approval.

- d. Bamba Mex Grill located at 4524 Forsyth Road, Macon, GA 31210

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

On motion of Mayor Miller, seconded by Commissioner Wynn and carried unanimously, the new alcohol beverage license for Bamba Mex Grill located at 4524 Forsyth Road, Macon, GA 31210 was approved.

Legal recommends approval..

- e. B. P. Mart located at 3843 Bloomfield Road, Macon, GA

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

On motion of Commissioner Wilder, seconded by Commissioner Bailey and carried unanimously, the new alcohol beverage license for B. P. Mart located at 3843 Bloomfield Road, Macon, GA was approved.

Legal recommends approval.

- f. Lucky Food Mart located at 3390 Jeffersonville Road, Macon, GA 31217

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

On motion of Mayor Miller, seconded by Commissioner Howell and by a vote of 5 to 3 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Wilder, Commissioner Howell, Commissioner Bailey casting the affirmative votes and Commissioner Bronson, Commissioner Watkins, Commissioner Stewart casting the dissenting vote, the new alcohol license for Lucky Food Mart located at 3390 Jeffersonville Road, Macon, GA 31217 was approved.

Legal recommends approval.

4. Contracts and Purchase Orders for Approval

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Master Services Agreement With Terracon Consultants, Inc. For The Performance Of Environmental Testing And Inspection Services (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Master Services Agreement With Terracon Consultants, Inc. For The Performance Of Environmental Testing And Inspection Services was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Warren Associates, Inc. To Perform Campground Renovations At Lake Tobesofkee, In The Amount Of \$597,270.00, To Be Paid From The SPLOST 2018 Fund – Recreation – Lake Tobesofkee – Property Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Wilder and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Warren Associates, Inc. To Perform Campground Renovations At Lake Tobesofkee, In The Amount Of \$597,270.00, To Be Paid From The SPLOST 2018 Fund – Recreation – Lake Tobesofkee – Property Line Item was approved.

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Change Order To Macon-Bibb County's Pension Administration And Actuarial Services Agreement With ACCG To Provide An Additional One-Time Pensionable Earnings And Data Audit Support

Service, In The Total Amount Of \$160,000.00, To Be Paid From The Trust Corpuses Of The Three Pension Plans On A Prorated Basis; To Authorize The Mayor To Execute Future Change Orders Consistent With The Macon-Bibb County Code Of Ordinances, To Be Paid In The Same Manner; (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)

On motion of Commissioner Bronson, seconded by Commissioner Wilder and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Change Order To Macon-Bibb County's Pension Administration And Actuarial Services Agreement With ACCG To Provide An Additional One-Time Pensionable Earnings And Data Audit Support Service, In The Total Amount Of \$160,000.00, To Be Paid From The Trust Corpuses Of The Three Pension Plans On A Prorated Basis; To Authorize The Mayor To Execute Future Change Orders Consistent With The Macon-Bibb County Code Of Ordinances, To Be Paid In The Same Manner was approved.

- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Agreement With Energy Systems Southeast, LLC, For The Purchase Of Generators For Public Safety Radio Towers In An Amount Not To Exceed \$101,430.00, Payable From 2018 SPLOST Funds; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Agreement With Energy Systems Southeast, LLC, For The Purchase Of Generators For Public Safety Radio Towers In An Amount Not To Exceed \$101,430.00, Payable From 2018 SPLOST Funds was approved.

5. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of An Office Of Juvenile Justice Delinquency Prevention Fy24 Byrne Discretionary Community Project Grant From The Department Of Justice, In The Amount Of \$240,000.00, With No Local Match, Awarded To The Macon Judicial Circuit District Attorney's Office (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bailey, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of An Office Of Juvenile Justice Delinquency Prevention Fy24 Byrne Discretionary Community Project Grant From The Department Of Justice, In The Amount Of \$240,000.00, With No Local Match, Awarded To The Macon Judicial Circuit District Attorney's Office was approved.

6. Leases

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Lease Agreement With Tri-State Charter, LLC For The Lease Of A Large Hangar At The Middle Georgia Regional Airport; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Mayor Pro Tem Clark and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Lease Agreement With Tri-State Charter, LLC For The Lease Of A Large Hangar At The Middle Georgia Regional Airport was approved.

7. Transfer Certain Real Property to the Urban Development Authority

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Transfer Certain Real Property To The Urban Development Authority (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Transfer Certain Real Property To The Urban Development Authority was approved.

8. Executive Session

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

Respectfully Submitted:

Janice S. Ross
Clerk of the Commission



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING ETHIEL GARLINGTON TO SERVE ON THE MACON HOUSING AUTHORITY BOARD OF COMMISSIONERS; AND FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, Ethiel Garlington has been recommended for appointment to succeed Johnny Walker, whose term expired on September 11, 2024; and

WHEREAS, Ethiel Garlington has expressed his willingness to serve as a member of the Macon Housing Authority Board of Commissioners, meets all rules, regulations, and requirements necessary for appointment to this position, and has submitted his resume and certificate of good standing, attached hereto as Exhibit A; and

WHEREAS, members of the Macon Housing Authority Board of Commissioners serve for a term of five (5) years; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that Ethiel Garlington is hereby appointed to serve as a member on the Macon Housing Authority Board of Commissioners for a term of five (5) years, with said term to begin 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 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 Appointing Ethiel Garlington To The Macon Housing Authority Board
10-3-2024.Docx*

EXHIBIT A

Ethiel Benjamin Garlington
1174 Appleton Avenue
Macon, GA 31201
706-372-3383
ethielgarlington@gmail.com

Education

Master of Historic Preservation December 2004
College of Environment and Design, University of Georgia, Athens, GA
Bachelor of Arts May 2001
Presbyterian College, Clinton, SC
Major: History Minors: English and Art
President's List, Dean's List

Experience

Executive Director, Historic Macon Foundation
March 2014-Present
Macon, GA

- Work closely with a staff of ten professionals to meet our Vision Traction Organizer goals
- Responsible to the 27 member board of trustees, committees, and volunteers
- Oversee complex real estate transactions including, but not limited to, syndicating historic tax credits, gifts of real estate, strict covenants, bank financing
- Manage a nearly \$1M operating budget and \$4M real estate portfolio

Director of Preservation Field Services, Knox Heritage; East Tennessee Preservation Alliance
November 2008-March 2014
Knoxville, TN

- Serve the myriad historic preservation needs in 16 county East Tennessee region
- Oversee real estate, including tax credits, purchase options, marketing, and transactions
- Organize East Tennessee Preservation Conference, open houses, and other signature events
- Responsible to Knox Heritage and East Tennessee Preservation Alliance Board of Directors

Director, Athens Welcome Center; Classic City Tours; Church-Waddel-Brumby House Museum
July 2005-November 2008
Athens, GA

- Project Manager for C-W-B Restoration to 1820s period of significance
- Created the Downtown Athens Podtour that showcases history and culture of sites
- Raised \$250,000 for the "First Floor First" Fundraising Campaign
- Responsible for day-to-day operations, including personnel and volunteer coordination, budgeting, marketing, fund-raising, grant-writing, heritage tourism product development

Preservation Carpenter, Preservation Services Unlimited
December 2002-July 2005
Athens, GA

- Gained experience in all facets of preservation carpentry and construction management
- Knowledgeable of historic building techniques and materials
- Assisted in maintaining positive contractor/client relationship

Interim Education Coordinator, Northwest Museum of Arts and Culture
Spokane, WA
December 2001-August 2002

- Developed and launched educational tour packages
- Coordinated the museum experience for over 60 schoolchildren daily
- Recruited, trained, and managed volunteer staff (total of 20 volunteers)

Volunteer Experience

National Preservation Partners Network (NPPN), Executive Committee 2018-present
NPPN and NTHP Diversity, Inclusion, Racial Justice Working Group, Member 2021-present
Georgia National Register Review Board, 2018-present
Georgia Trust for Historic Preservation, Awards Committee Chair, 2022
Macon Rotary Club, board member 2019 and 2022

Macon-Bibb County

Certificate of Good Standing

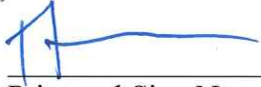
1. Name _____ and Title _____ of the applicant: Ethiel Benjamin Gurlington
2. Name of the subject of this Certificate, if different from the applicant: _____

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

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

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

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

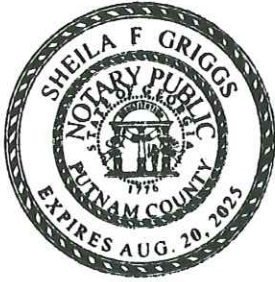

Print and Sign Name Ethiel Gurlington

Sworn to and subscribed before me this
14th day of October, 2024.



Notary Public

My commission expires: 8/20/2025





LEGISLATIVE SPONSORS

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|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPOINT ROBERT MCCORD TO SERVE AS A MEMBER OF THE RETIREMENT COMMITTEE FOR THE MACON-BIBB COUNTY PENSIONS AND RETIREMENT SYSTEM, DIVISION A PLAN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Section 8.1 of Article VIII of the Macon-Bibb County Pensions and Retirement System, Division A Plan (“Plan”) authorizes the Mayor to appoint a retirement committee (“Committee”) to administer said plan, with said appointments being subject to approval by the Macon-Bibb County Commission; and

WHEREAS, according to the Plan, the Committee is comprised of seven (7) members of which three must be active Macon-Bibb County employees who are participants in the Plan, two must be Macon-Bibb County Commissioners, one must be a retired participant in the Plan, and one must be a citizen of Macon-Bibb County who is knowledgeable in investment finance; and

WHEREAS, Robert McCord has been recommended for appointment by the Mayor to serve on the Committee as an active employee who is a participant in the Plan; and

WHEREAS, Robert McCord shall serve on the Committee under Post Three (3), as the current Deputy Director of Emergency Management for Macon-Bibb County, filling the unexpired term of Kevin Poss, whose term is set to expire on May 15, 2027; and

WHEREAS, Robert McCord has expressed his desire to serve as a member, meets all rules, regulations, and requirements necessary for appointment, and has provided his resume and certificate of good standing for review, both attached hereto and incorporated herein as Exhibit A; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that Robert McCord is hereby appointed to serve as a member of the retirement committee for the Macon-Bibb County Pensions and Retirement System, Division A Plan, fulfilling the unexpired term of Kevin Poss, with said term to begin on the effective date of this Resolution and expire May 15, 2027.

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 Appointing Robert Mccord To The Retirement Board For The Macon Pension
And Retirement Systems Division A - 10-30-2024.Docx*

EXHIBIT A

Robert D. McCord, CEM

700 Poplar Street, Macon, GA 31201 • rmccord@maconbibb.us • 478.737.1539

PROFESSIONAL HIGHLIGHTS

- **Emergency Manager with over 20 years of experience in exemplifying superior service and leadership in the emergency management field.**
- **Possession of a B.S. in Public Service, a M.A. in Emergency and Disaster Management, and various professional designations within the field of emergency management, to include:**
 - **Certified Emergency Manager (CEM), International Association of Emergency Managers**
 - **Georgia Advanced Certified Emergency Manager (GA-ACEM)**
 - **National Incident Management System (NIMS) 300/400 Instructor**
 - **Community Emergency Response Team (CERT) Instructor**
 - **Chemical, Biological, Radiological, & Nuclear (CBRN) Defense Specialist, United States Marine Corps**
 - **FEMA Professional Development Certificate**
 - **Currently enrolled in the National Emergency Management Advanced Academy, FEMA**
- **Proven community leader utilizing innovation, training, education, and experience to protect the Macon-Bibb County community.**

PROFESSIONAL EXPERIENCE

Deputy Director, Macon-Bibb County Emergency Management Agency:

2016 – Current

- Act in the capacity of the Director in his absence.
- Assist in the development and management of the agency's operational, grant, and disaster response/recovery budgets.
- Lead planner for local emergency plans to include but are not limited to the Local Emergency Operations Plan (LEOP), Hazard Mitigation Plan (HMP), the Debris Management Plan, the Points of Distribution Plan, the Pandemic Plan, and various Standard Operating Procedures.
- Managed the County Response to various preplanned event, incidents, and disasters.
- Developed and maintain the County-Wide Critical Facilities List.
- Provide oversight in the development, training, and coordination of the Mobile Command Vehicle Team.
- Provide leadership for the County Emergency Support Functions (ESF) Team.
- Coordinate ESFs and EOC operations during emergency activations.

Adjunct Instructor, Central Georgia Technical College

2017

- Instructed students in the emergency management field.
- Mentored and advised students in career development and pathways.
- Taught students using a web-based learning environment in emergency planning, exercise design, effective communication, and facility security.

Operations Officer, Macon-Bibb County Emergency Management Agency:

2012 – 2016

- Acting Deputy Director of EMA on various occasions for months at a time, including times of emergency.
- Maintain all Emergency Management Agency (EMA) equipment, facilities, vehicles, software, and computer systems.
- Manage the maintenance and testing of Macon-Bibb County mass notification systems, including Everbridge and the outdoor warning siren system.
- Team leader and manager of the Mobile Command Vehicle (MCV) emergency communications team.

- Project manager for EMA MCV and Emergency Operations Center (EOC) technological innovation and upgrades.
- EOC manager during emergency activations.
- Assist in the development and management of the department budget including various grants.
- Consistent positive interaction with local media.
- Lead planner for both the Local Emergency Operations Plan (LEOP) and the EMA Unmanned Aerial Systems (UAS) plan.
- County leader in UAS development and implementation.

Emergency Preparedness Specialist, North Central Health District:

2011 – 2012

- Lead planner for the 13-county district's Emergency Operations Plan.
- Manager of district emergency response trailers and radiological monitoring and detection equipment.
- Member of the State Public Health Decontamination Workgroup focused on the development of plans and procedures for hospitals in the event of a Chemical, Biological, Radiological, or Nuclear (CBRN) event.
- Primary Duty Officer/EOC Manager for the District Operations Center.

Intern, Georgia Emergency Management Agency/Homeland Security:

2010

- Planning team member for the GEMA/HS New Directors Academy.
- Assisted in the development of the GODAWGS system.
- Member of the GEMA/HS Director's executive team at the 2010 Georgia Ready Summit.

CBRN Defense Specialist, U.S. Marine Corps:

2001 – 2009

- Team commander for regional emergency response team within the Al-Anbar Province, Iraq.
- Command advisor for CBRN events and threat assessments.
- Lead developer and instructor of the 1st Marine Logistics Group, CBRN Defense School's curriculum and licensing course.
- Decontamination response team member that destroyed multiple naturally occurring anthrax sites within State of Kuwait.
- Nuclear emergency response team member for the San Onofre Nuclear Power Plant.
- Manager of department equipment, budget, personnel, and classified information.
- Held a Secret Level Security Clearance.
- Honorable discharge.

EDUCATION AND PROFESSIONAL DESIGNATIONS

- | | |
|--|------|
| • Master of Arts in Emergency and Disaster Management, American Military University | 2018 |
| • Bachelor of Science in Public Service, Middle Georgia State University (Macon State College) | 2010 |
| • Certified Emergency Manager (CEM), International Association of Emergency Managers | 2019 |
| • National Emergency Management Advanced Academy, FEMA | 2022 |
| • FEMA Professional Development Certificate, Emergency Management Institute | 2011 |
| • Graduate, Nuclear, Biological, Chemical Defense School, Ft. Leonard Wood, Missouri | 2003 |
| • Graduate, Chemical Defense Training Facility, Ft. Leonard Wood, Missouri | 2003 |
| • All Hazards Communications Unit Leader (COML), FEMA and State of Georgia | 2014 |
| • Georgia Advanced Certified Emergency Manager (GA-ACEM), State of Georgia | 2012 |
| • Eagle Scout, Boy Scouts of America | 2001 |

ADDITIONAL EDUCATION AND TRAINING

- Completed NIMS 100/200/300/400/700/800.
- Completed over 60 Federal and State associated Emergency Management courses and training events.
- Certified NIMS 300/400 Instructor.
- Certified Community Emergency Response Team (CERT) Instructor
- Federal Communications Commission (FCC) licensed Amateur Radio Technician
- Proficient in Microsoft Office, Adobe Acrobat, WebEOC, and various other software systems.

Community Service Work

- | | |
|---|----------------|
| • Vine-Ingle Little League, Team Manager and Assistant Coach, Macon, GA | 2019 – Current |
| • BSA Cub Scout Pack 170, Adult Leader, Macon, GA | 2019 – Current |
| • School Council Chair, Springdale Elementary School, Macon, GA | 2020 – 2023 |
| • Advisory Board Member, Southwest High School, Macon, GA | 2019 – 2022 |
| • Macon-Bibb County Emergency Management Agency Volunteer | 2008 – 2012 |

Macon-Bibb County

Certificate of Good Standing

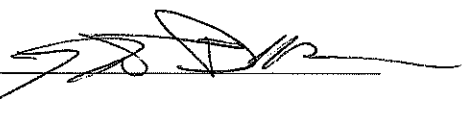
1. Name and Title of the applicant: Robert McConl EMA Deputy Director
 2. Name of the subject of this Certificate, if different from the applicant:

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

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

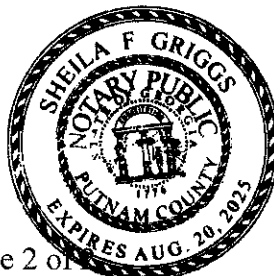
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

Robert D. McConl
 Print and Sign Name 

Sworn to and subscribed before me this
31st day of October, 2024.

Sheila F. Griggs
 Notary Public
 My commission expires: 8/40/2025





LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING STANLEY B. STEWART TO THE MACON-BIBB COUNTY BOARD OF HEALTH; AND FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, Stanley Stewart has been recommended for appointment by Mayor Miller, to serve as the member designated by the chief executive officer of the governing authority of the largest municipality of the county; and

WHEREAS, Stanley Stewart will succeed Elaine Lucas, who was formally the designated member; and

WHEREAS, Stanley Stewart has expressed his desire to serve on the Board, and meets all requirements to serve as the member designated by the chief executive officer of the governing authority; and

WHEREAS, this appointment shall be effective as of the date of this Resolution, and Stanley Stewart shall serve until his successor is appointed and qualified; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that Stanley Stewart is hereby appointed to serve as a member of the Macon-Bibb County Board of Health to promote public health for a term of four years and until his successor is appointed and qualified.

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 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 Appointing Stanley Stewart to Macon-Bibb County Board of Health -
11-1-2024.docx*

ADDED TO THE NOVEMBER 5, 2024 PRE-COMMISSION
AGENDA.



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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

☐ *Distilled Spirits Packaged to Go	\$2,900	☐ *Malt Packaged to Go	\$800	☐ Wine Packaged to Go	\$700
☒ *Distilled Spirits C.O.P.	\$2,900	☒ *Malt C.O.P.	\$800	☒ Wine *C.O.P.	\$700
☐ *Distilled Spirits Wholesaler	\$3,600	☐ *Malt Wholesaler	\$1,000	☐ Wine Wholesaler	\$800
☐ *Distilled Spirits Manufacturers	\$4,300	☐ *Malt Manufacturer	\$2,500	☐ Wine Manufacturer	\$1,700
☐ Brewpub	\$2,500	☐ Out-of-Town Wholesaler	\$100	☐ Brown Bag	\$0
☐ Malt Beverage Taproom	\$2,500	☐ Cocktail Room	\$2,500	☐ Alcohol Beverage Caterer	\$600
				☒ Temporary Alcohol License	\$100
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

\$ 1,933.33 Alcohol License Fees + \$400 Application Fee = Total \$ 2,333.33

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: X New Business Change of location Change of Business

BUSINESS

Federal Tax ID #: 46-5134308 State Tax ID #: 308-175646
 Business Name: Red Lobster #0048 Corporate and Trade Name: Red Lobster Restaurants LLC d/b/a Red Lobster #0048
 Local Business Address: 2077 Riverside Drive, Macon, GA 31204
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 450 S. Orange Avenue, Suite 800, Orlando, FL 32801
(P.O. Box Not Allowed) City State Zip
 Local Business Phone #: (478) 746-3263 Email Address: dorbulk@sardandleff.com
 Contact Person: Elizabeth Mahoney, Esq., Sard & Leff, LLC Contact Phone #: (770) 644-0800

AGENT

Agent's Name: Quensetta Browning Agent's Title: General Manager
 Date of Birth: Social Security Number:
 Home Address:
 Home Phone #:
 Mailing Address: 450 S. Orange Avenue, Suite 800 City: Orlando State: FL Zip: 32801

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: Norma I. Rivera* Title: Officer of Red Lobster Restaurants LLC
 Home Address:
 Home Phone #:
 Mailing Address: 450 S. Orange Ave., Suite 800 City: Orlando State: FL Zip: 32801

* Red Lobster Restaurants LLC is the owner of the business. Ms. Rivera is only identified for purposes of Macon Bibb County Code of Ordinances Section 4-23(b)(2)(C).

Rev. 10/2021

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	Quensetta Natash Browning		
Home Address:	[REDACTED]		
Sex	Race	Date of Birth	Social Security Number
Female	African American	[REDACTED]	

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

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

[Signature]
Signature

5/8/24
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)

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

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

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

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

Agency Designee Signature and Title

Date

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):	Norma Iris Rivera		
Home Address:	[REDACTED]		
Sex	Race	Date of Birth	Social Security Number
Female	Caucasian		[REDACTED]

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

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

Norma Rivera
Signature

5/7/2024
Date

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

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

Purpose Code used: (check one)

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

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

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

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

Agency Designee Signature and Title

Date

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

By executing this affidavit under oath, as an Agent 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 Agent verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States citizen.
OR
 2) ☐ I am a legal permanent resident of the United States.
OR
 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.

My alien number issued by the Department of Homeland Security or other federal immigration agency is N/A.

The undersigned Agent 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.

The secure and verifiable document provided with this affidavit can best be classified as Driver's license.

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.

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

Name of Business: Red Lobster Restaurants LLC d/b/a Red Lobster #0048

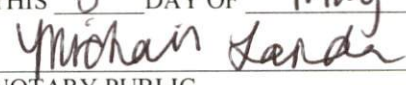
Printed Name of Agent: Quensetta Browning

Signature of Agent: 

Executed in Centerville, Georgia
 (City) (State)

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 8 DAY OF May, 2024


 NOTARY PUBLIC

08/01/2027
 MY COMMISSION EXPIRES



We have in-house Notary service available for Business License documents only.
Affidavits must be signed in the presence of the Notary with proper identification.

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

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

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

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

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

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

Business Name: Red Lobster Restaurants LLC d/b/a Red Lobster #0048

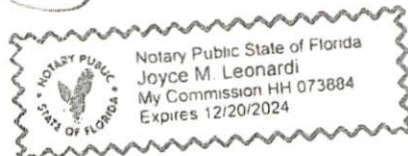
Printed Name of Applicant: Norma Rivera, on behalf of Red Lobster Restaurants LLC

*Signature of Applicant: Norma Rivera

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 7 DAY OF May, 2024.

[Signature]
 NOTARY PUBLIC



12/20/2024
 MY COMMISSION EXPIRES

MEASUREMENT FORM

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

APPLICANT: RED LOBSTER RESTAURANTS LLC
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 2077 RIVERSIDE DR.
BUSINESS NAME: RED LOBSTER RESTAURANTS LLC DBA RED LOBSTER
#0048

To Be Completed by County Engineer

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

☒ Comply ☐ Does not comply

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

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

☐ Yes ☐ No ☒ Not Applicable

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

Date: 4-24-2024

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.

Red Lobster Restaurant

2077 Riverside Drive

7,350' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Hwy.

4,500' — MHA housing unit property line

Mounts Homes

YCB

OK!

Paul A. Hornowski

April 24, 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
24185	544213	Print Legal Ad-IPL01697210 - IPL0169721	RED LOBSTER #0048	\$46.36	1	31 L

Attention:

SARD & LEFF LLC
3789 ROSWELL ROAD
ATLANTA, GA 30342

bharrison@sardandleff.com

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 April 28, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Red Lobster Restaurants LLC/Red Lobster #0048, 2077 Riverside Drive, Macon, GA 31204. 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 April 21, 2024. Red Lobster Restaurants LLC/ Sard & Leff, LLC, Applicant
IPL0169721
Apr 21, 28 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:

04/21/24, 04/28/24

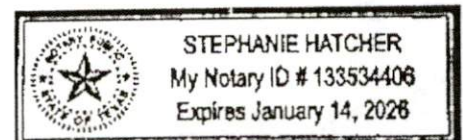
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 29th day of 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!



ZONING COMPLIANCE

MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION

Suite 1000 City Hall Annex, 682 Cherry Street, Macon, GA 31201

Website: www.maconbibbpz.org

Telephone (478) 751-7450

Fax (478) 751-7448

PERMIT NO: 2014-00020487 DATE OF ISSUE: 7/18/2014

ISSUED TO NAME: Red Lobster Restaurants, LLC

OWNER'S NAME: RED LOBSTER INNS OF AMERICA

PROPOSED USE: Red Lobster Restaurants, LLC(Restaurant with alcohol)

ADDRESS OF PROPOSED USE: 2077 RIVERSIDE DR

STRUCTURE: EXISTING

MAP/PARCEL: Q0630029 ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 1/14/2015 THIS PERMIT IS NULL & VOID

APPROVED BY: Ethan Tonn

NOTICE

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

RECEIPT INFORMATION

Permit Description	Charge Description	Charge	Paid
Commer/Industr/Institute	Commercial, Industrial, Institutional	\$200.00	\$200.00
	TOTALS:	\$200.00	\$200.00

Control No.: 14027036

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AMENDMENT

I, **Brian P. Kemp**, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

RED LOBSTER RESTAURANTS LLC
a Foreign Limited Liability Company

is hereby issued a CERTIFICATE OF AMENDMENT under the laws of the State of Georgia on **June 12, 2014** by the filing of all documents in the Office of the Secretary of State and by the paying of all 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 June 13, 2014



Brian P. Kemp
Secretary of State

Tracking #: SJkuuEBc

Control No.: 14027036

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

I, **Brian P. Kemp**, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

RED LOBSTER RESTAURANTS LLC
a Foreign Limited Liability Company

is hereby issued a CERTIFICATE OF AUTHORITY under the laws of the State of Georgia on **March 18, 2014** by the filing of all documents in the Office of the Secretary of State and by the paying of all 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 March 19, 2014



A handwritten signature in black ink, appearing to read 'B: P. Kemp'.

Brian P. Kemp
Secretary of State

Tracking #: JDnQT2Pg

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RED LOBSTER RESTAURANTS LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF JUNE, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "RED LOBSTER RESTAURANTS LLC" WAS FORMED ON THE SIXTH DAY OF JUNE, A.D. 2014.

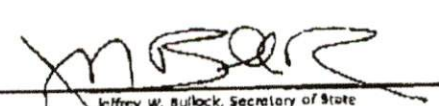
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



5547125 8300

140824214

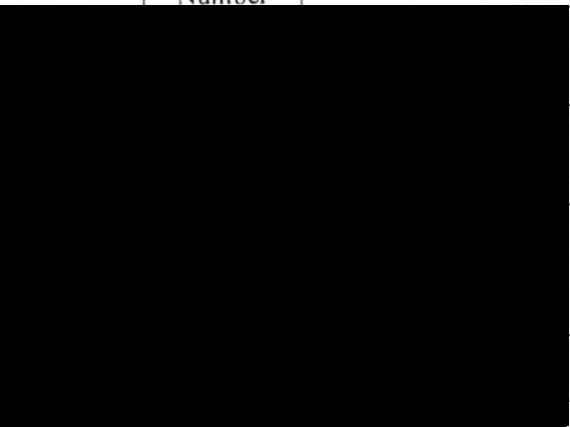
You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1443610

DATE: 06-11-14

Macon-Bibb County Alcoholic Beverage License
Application (Adding Alcoholic Beverage Sales) of
Red Lobster Restaurants, LLC d/b/a Red Lobster #0048
2077 Riverside Drive, Macon, GA 31204

Exhibit "A"

Name	Position	DOB	Social Security Number	Address	Interest
Susan Pavel	President				0%
Horace Greeley Dawson, III	EVP/ Secretary				0%
Norma Rivera	Vice President/ Assistant Secretary				0%
Red Lobster Management, LLC	Managing Member				100%

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: Red Lobster #0048 Name of Corporation: Red Lobster Restaurants LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: N/A

Individual:

Name and Title: Norma I. Rivera, Officer Telephone Number: (407) 761-8885

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

Residential Street Address: [REDACTED]

Mailing Address: 9432 Woodbreeze Blvd., Windermere, FL

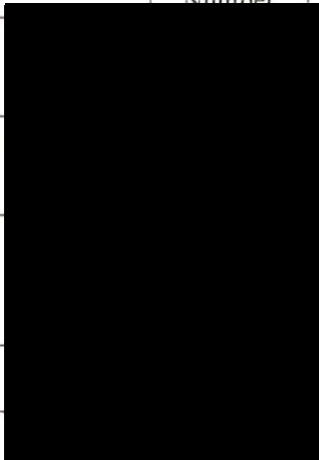
Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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

Macon-Bibb County Alcoholic Beverage License
Application (Adding Alcoholic Beverage Sales) of
Red Lobster Restaurants, LLC d/b/a Red Lobster #0048
2077 Riverside Drive, Macon, GA 31204

Exhibit "A"

Name	Position	DOB	Social Security Number	Address	Interest
Susan Pavel	President				0%
Horace Greeley Dawson, III	EVP/ Secretary				0%
Norma Rivera	Vice President/ Assistant Secretary				0%
Red Lobster Management, LLC	Managing Member				100%

Alcohol Handler's License

APPLICANT INFORMATION

First Name: Quensetta Last Name: Browning
 Home Address: 114 New Castle Drive City: Warner Robins State: GA Zip: 31093
 Home Phone #: [REDACTED] Email: Qbrowning@redlobster.com
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Mailing Address: 450 S. Orange Avenue, Suite 800 City: Orlando State: FL Zip: 32801

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

01/11/24
 Date

I hereby certify that Quensetta Browning 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 11th day of June, 20 24

[Signature]
 NOTARY PUBLIC

08/01/2027
 MY COMMISSION EXPIRES

Application Processed by: _____ License Number #: _____





A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Quensetta Natash Browning

is awarded this certificate for

TIPS On-Premise Alcohol Server Training



Hours
3.00



Completion Date
08/13/2024



Expiration Date
08/13/2027



Certificate #
ON-000034483963

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE)

(CUT HERE)



On-Premise

CERTIFIED

Issued: 08/13/2024

Certificate #: ON-000034483963

Expires: 08/13/2027

Quensetta Natash Browning

114 New Castle dr

Warner Robins

GA 31093



A 360TRAINING COMPANY

Phone: 800-438-8477

www.gettips.com

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

Signature _____



Quensetta Browning



AH001364

ALCOHOL HANDLER

EXP: 12/31/2024

Alcohol Handler's License

APPLICANT INFORMATION

First Name: Norma Last Name: Rivera
 Home Address: [REDACTED]
 Home Phone #: [REDACTED] Email: RLicensing@redlobster.com
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Mailing Address: 450 S. Orange Avenue, Suite 800 City: Orlando State: FL Zip: 32801

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.

Norma Rivera 5/7/24
 Applicant's Signature Date

I hereby certify that Norma Rivera 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 7 day of May 20 24

[Signature]
 NOTARY PUBLIC

12/20/2024
 MY COMMISSION EXPIRES



Application Processed by: _____ License Number #: _____



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

NORMA RIVERA

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-06-06

Serial No.

cert_fq03pqsj





Norma Rivera



AH001363

ALCOHOL HANDLER

EXP: 12/31/2024

4A4

Doc ID: 011987620005 Type: GLR
 Recorded: 01/05/2016 at 10:56:00 AM
 Fee Amt: \$18.00 Page 1 of 5
 Bibb County Superior Court
 Erica Woodford Clerk

BK 9607 PG 32-36

UP25

This instrument prepared by ~~and after~~
~~recording return to:~~

Klehr Harrison Harvey Branzburg LLP
 1835 Market Street
 Philadelphia, PA 19103

MEMORANDUM OF MASTER LEASE

This Memorandum of Master Lease (this "Memorandum") is made and entered into as of December 17, 2015 (the "Effective Date") by and between **BROADSTONE RL PORTFOLIO, LLC**, a New York limited liability company ("Lessor") whose mailing address is c/o Broadstone Real Estate, LLC, 530 Clinton Square, Rochester, NY 14604, and **RED LOBSTER RESTAURANTS LLC**, a Delaware limited liability company ("Lessee"), whose address is 450 S. Orange Avenue, Suite 800, Orlando, FL 32801, who agree as follows:

1. The name of the lessor under the Lease (defined herein) is Broadstone RL Portfolio, LLC, a New York limited liability company.
2. The name of the lessee under the Lease is Red Lobster Restaurants LLC, a Delaware limited liability company.
3. Lessor and Lessee have entered into a certain master lease dated as of the Effective Date, as the same may be amended from time to time (the "Lease"), pursuant to which Lessee has leased from Lessor that certain real property lying, being and situated in the County of Bibb, City of Macon, State of Georgia, more particularly described on Exhibit A attached hereto and incorporated hereby, together with the buildings, improvements and appurtenances thereunto belonging (collectively, the "Premises"), commonly known as:

Red Lobster Restaurant # 48
 2077 Riverside Drive
 Macon, Georgia

for an initial term commencing on the Effective Date and terminating on July 31, 2039, subject to Lessee's option to extend the term of the Lease for four (4) additional periods of five (5) years each, as more particularly set forth in the Lease.

4. Notice is hereby given that Lessor shall not be liable for any labor, services or materials furnished or to be furnished to Lessee, or to anyone holding any of the Premises through

Memorandum of Lease - 2077 Riverside Drive, Macon, Georgia (#48)

PH111.1 5084966v.1

GA54

Return to: H10167-R
 Rudy Merab
 First National Financial Title Services, Inc.
 120 Interstate North Parkway, Suite # 108
 Atlanta, GA 30339
 770-916-4354

5

or under Lessee or the Lease, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Lessor in and to any of the Premises.

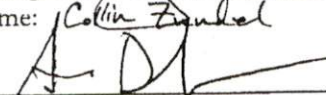
5. This Memorandum is prepared for the purpose of recordation and does not modify the provisions of the Lease. The Lease is incorporated herein by reference. If there are any conflicts between the Lease and this Memorandum, the provisions of the Lease shall prevail.

[Remainder of Page Left Intentionally Blank]

Memorandum of Lease – 2077 Riverside Drive, Macon, Georgia (#48)
PH111.1 5084966v.1

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the day and year first written above.

Signed, sealed and delivered in the Presence of:

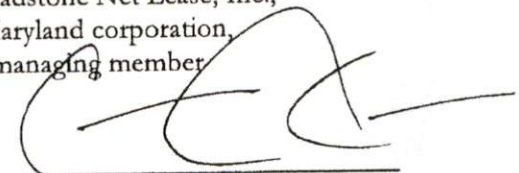

Name: Colin Zundel

Name: Adam Johnson

LESSOR:

BROADSTONE RL PORTFOLIO, LLC,
a New York limited liability company

By: Broadstone Net Lease, LLC,
a New York limited liability company,
its sole member

By: Broadstone Net Lease, Inc.,
a Maryland corporation,
its managing member


By: _____
Name: Christopher J. Czarnecki
Title: President

STATE OF NEW YORK)
) ss.
COUNTY OF MONROE)

On December 10, 2015, before me, MICHAEL P. NICHOLSON, personally appeared Christopher J. Czarnecki, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Michael P. Nicholson (SEAL)

My Commission Expires: 3-19-20

MICHAEL P. NICHOLSON
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 02N16257668
Commission Expires 03/19/20

Memorandum of Lease - 2077 Riverside Drive, Macon, Georgia (#48)
PIIIL1 5084966v.1

GA54

Signed, sealed and delivered in the
Presence of:

Jeanette Rivera
Name: Jeanette Rivera

Raymond Ali
Name: Raymond Ali

LESSEE:

RED LOBSTER RESTAURANTS
LLC, a Delaware limited liability
company

By: *Horace G. Dawson, III*
Name: Horace G. Dawson, III
Title: Vice President and Secretary

STATE OF FLORIDA)

) ss.

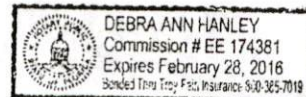
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 11th day of December, 2015, by Horace G. Dawson, III, in his capacity as Vice President and Secretary of Red Lobster Restaurants, LLC, a Delaware limited liability company, on behalf of such limited liability company. He is personally known X or _____ who produced a driver's license as identification.

WITNESS my hand and official seal.

Signature *Debra Ann Hanley* (Seal)
Notary Public

Printed Name: DEBRA ANN HANLEY



Memorandum of Lease - 2077 Riverside Drive, Macon, Georgia (#48)
PH11.1 5084966v.1

GA54

EXHIBIT A

Legal Description

Site #48, Macon, Bibb County GA

Address: 2077 Riverside Drive, Macon, GA

All that tract or parcel of land lying and being in Land Lot 374 of the 13th District of Bibb County, Georgia, being Tract 4 as shown on a plat made by Tamplin and Sherrill, Inc., dated May, 1967, as revised June, 1968, a copy of which revised plat is recorded in plat Book 44, Page 22, Bibb County, Georgia records, said tract or parcel being more particularly described as follows:

BEGINNING at an iron pin in the northeastern right of way line of Riverside Drive, which point is located at the common corner of Tract 4 and Tract 5 as shown on the above referenced plat, thence from said point of beginning North 57° 35' 30" East 470.0 feet to an iron pin; thence North 27° 15' East 253.3 feet to a point on the southwestern right of way line of the Southern Railway (at which point the right of way is 100 feet wide); thence along said right of way line South 61° 51' East 30 feet to a point; thence continuing along said right of way line and following the curve to the right therein to a point which is 275.5 feet measured South 58° 49' East from the last mentioned point; thence South 57° 35' 30" West 680.1 feet to the northeastern line of Tract 3 as shown on said revised plat; thence along said northeastern line North 30° 46' West 85.0 feet; thence along the northwestern line of said Tract 3 South 57° 35' 30" West 150.0 feet to the northeastern right of way line of Riverside Drive; thence along said northeastern right of way line north 30° 46' West 60.0 feet to the point of beginning.

LESS AND EXCEPT that portion of the above described property conveyed to Riverside Ford Inc. from GMRI, Inc. in that certain Limited Warranty Deed dated May 28, 2002, and recorded in Deed Book 5325, Page 103, Bibb County, Georgia records.

Agent Certification

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

Agent's Signature: [Signature] Date: 5/18/24

Business Name Red Lobster Restaurants LLC d/b/a Red Lobster #0048

I hereby certify that Quensetta Browning (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 8 day of May, 2024
Michaila Landa
 NOTARY PUBLIC

08/01/2027
 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: _____ 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

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: Norma Rivera Date: 5/7/2024
(If different from Agent)

Title: Officer of Red Lobster Restaurants LLC

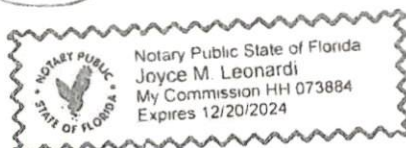
Business Name: Red Lobster Restaurants LLC d/b/a Red Lobster #0048

I hereby certify that Norma Rivera (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 7 day of May, 2024.

NOTARY PUBLIC

12/20/2024
MY COMMISSION EXPIRES



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Red Lobster Restaurants LLC d/b/a Red Lobster #0048

Business Address: 2077 Riverside Drive, Macon, GA 31204

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.

Norma Kwira
Applicant/Agent Signature

5/7/2024
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

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

Business Name: Red Lobster Restaurants LLC d/b/a Red Lobster #0048

Business Address: 2077 Riverside Drive, Macon, GA 31204

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.

Norma Rivera
Applicant/Agent Signature

5/7/2024
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

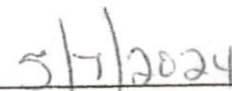
Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set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

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


Signature

Norma Rivera

Print Name


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>.

	Quensetta Browning	5/8/24
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Red Lobster Restaurants LLC d/b/a Red Lobster #0048
 Owner's Name: Red Lobster Restaurants LLC
 Address: 2077 Riverside Drive, Macon, GA 31204

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? \$ N/A

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

N/A

N/A

N/A

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/A

Norma Rivera
 Printed Name of person completing form

Norma Rivera
 Signature of person completing form

5/7/2024
 Date

* To applicant's best knowledge

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: Red Lobster Restaurants LLC d/b/a Red Lobster #0048

Business Address: 2077 Riverside Drive, Macon, GA 31204

☒ **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

Norma Rucra
Applicant/Agent Signature

5/7/2024
Date

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Red Lobster Restaurants LLC, Applicant
2. Name of the subject of this Certificate, if different from the applicant:
Red Lobster Restaurants LLC d/b/a Red Lobster #0048
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

Please see attached Exhibit "A"

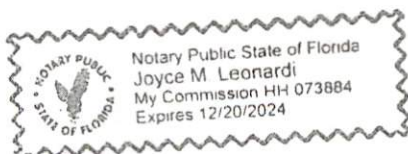
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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

Norma Rivera
Norma Rivera
Print and Sign Name

Sworn to and subscribed before me this
7 day of May, 2024.

Joyce M. Leonardi
Notary Public

My commission expires: 12/20/2024



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Broadstone RL Portfolio, LLC, Landlord

2. Name of the subject of this Certificate, if different from the applicant:
Red Lobster Restaurants LLC d/b/a Red Lobster #0048

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

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

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

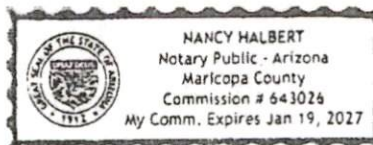
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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

Broadstone RL Portfolio, LLC
Maria Atwood
Print and Sign Name

Sworn to and subscribed before me this
26 day of June, 2024.

Nancy Halbert
Notary Public

My commission expires:
1/19/2027



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Norma Rivera Officer - VP/Asst. Secretary
2. Name of the subject of this Certificate, if different from the applicant:
Red Lobster Restaurants LLC d/b/a Red Lobster #0048
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

Ms. Norma Rivera is an officer of Red Lobster Restaurants LLC. Please see attached Exhibit "A".

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

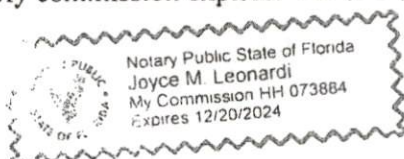
Norma Rivera
Print and Sign Name

Norma Rivera

Sworn to and subscribed before me this
7 day of May, 2024.

Notary Public

My commission expires: 12/20/2024





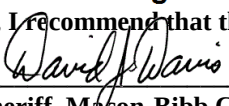
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Norma I Rivera – Fingerprints Completed: 08.28.2024

Business Name: Red Lobster Restaurants LLC DBA Red Lobster #0048

Business Address: 2077 Riverside Dr Macon GA 31204

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	10/1/2024 _____ 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 10/14/24 (Date) ^{DS} EH (Initials)

Comments

Reviewed by Legal. Recommend approval. Tax Commissioner's Office confirmed via email that agent Quensetta Browning was fingerprinted and her record was clean.

Initials

^{Initial}
SF

 Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY STEWART | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A GROUND MAINTENANCE SERVICE AGREEMENT WITH DIXIE LAWN & LANDSCAPING, INC. TO PERFORM LANDSCAPING AND GROUND MAINTENANCE SERVICES AT RIVERSIDE CEMETERY, IN AN ANNUAL AMOUNT OF \$156,420.00, TO BE PAID FROM THE PARKS AND BEAUTIFICATION, CONTRACT LABOR, CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County acquired ownership of Riverside Cemetery in 2023; and

WHEREAS, because of its size, Riverside Cemetery requires daily grounds maintenance to prevent overgrowth; and

WHEREAS, Invitation for Bids (IFB) No. 25-004-LH was published on August 8, 2024, advertised on the Macon-Bibb County Procurement page, and posted to the Georgia Procurement Registry; and

WHEREAS, four hundred eight (408) vendors were notified of the IFB, of whom, one hundred twenty (120) were African American, twenty-one (21) were Asian American, six (6) were Native American, and six (6) were Hispanic/Latino; and

WHEREAS, on the published due date of September 19, 2024, two (2) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and

WHEREAS, after review of the submitted bids, Dixie Lawn & Landscaping, Inc., whose total bid was the lowest responsive and responsible submission, is recommended for award of a contract for the grounds maintenance services; and

WHEREAS, Procurement concurs with the recommendation of award of a contract with Dixie Lawn & Landscaping, Inc; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with Dixie Lawn & Landscaping, Inc., for the provision of grounds maintenance services for Riverside Cemetery, in an annual amount of \$156,420.00, through June 2028, in substantially the same form as 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 Mayor is authorized to execute an agreement with Dixie Lawn & Landscaping, Inc., for the provision of grounds maintenance services for Riverside Cemetery, in an annual amount of \$156,420.00, to be paid from the Parks & Beautification, Contract Labor, Contractual Services line item, in substantially the same form as Exhibit A.

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

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor and the Sheriff 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 Agreement With Dixie Lawn And Landscaping For Riverside Cemetery Maintenance - \$156,420.00 10-7-24.Docx

EXHIBIT A

**RIVERSIDE CEMETERY
GROUND MAINTENANCE SERVICE AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND DIXIE LAWN & LANDSCAPING, INC.**

This Riverside Cemetery Landscape Maintenance Service Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and Dixie Lawn & Landscaping, Inc. ("Contractor"), a Georgia corporation with a principal address of 3810 Roddy Hwy., Cochran, Georgia 31014, each individually a "Party" and collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Service

Contractor shall provide ground maintenance services (the "Services") as detailed in Exhibit A – Scope of Services ("Exhibit A") and Exhibit B – Invitation for Bid and Contractor's response thereto ("Exhibit B"), both attached hereto and incorporated by reference. Michael Glisson, Director of County's Parks and Beautification Department, shall act as Project Manager ("PM") with complete oversight of Services to be performed. Contractor shall perform the Services per the terms in the Scope of Service provided in Exhibit A. All schedules and plans for Services shall be approved by PM prior to Services being performed. All Services shall be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for Services provided to the County. Any changes to the Scope of Service shall be made in writing and mutually agreed upon by the Parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation

Contractor shall receive a total annual compensation amount of ONE HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED TWENTY DOLLARS AND 00/100 CENTS (\$156,420.00) for the performance of the Services, to be divided into monthly payments of THIRTEEN THOUSAND THIRTY-FIVE DOLLARS AND 00/100 CENTS (\$13,035.00). When requested by the PM, Contractor shall receive additional compensation, to be agreed upon by the Parties prior to the commence of any work, for additional services performed on an as-needed basis. Contractor shall provide its own service vehicles and equipment.

Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. County is tax exempt and cannot agree to pay State or Federal taxes. Prior to the issuance of final payment from County, Contractor shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

3. Term

This Agreement shall be effective as of the date it is fully executed by both Parties, with performance of Services to commence as soon as practicable. This Agreement shall continue in full force and effect until June 30, 2025, at which time this Agreement shall

terminate absolutely and without further obligation on the part of the County. This Agreement will continue to automatically renew on July 1 of each year and terminate without further obligation on the part of the County on June 30th of each of the following years until June 30, 2028, unless sooner terminated by the Parties.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated immediately and without further obligation on the part of the County.

6. Audit Clause

Upon reasonable notice, County or its authorized agent shall have the right to audit and inspect Contractor's financial records for Services performed under the terms of this Agreement.

7. County Obligations

County shall provide Contractor with full access to all property to be serviced in a timely manner. PM shall notify Contractor as soon as practicable should there be any property changes. County shall provide technical support, as required, for the performance of Services.

8. Performance Standards

Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to County that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

Contractor, and its employees, shall use best efforts to avoid damaging gravestones, headstones, or other fixtures at the Cemetery in the performance of Services.

9. Independent Contractor

Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the

County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

10. Subcontracting and Assignment

Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Contractor subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

Subcontractor Reporting Requirements:

A. Contractor shall submit a "Subcontractor/Supplier Participation Report" on this contract quarterly to the Macon-Bibb County Office of Small Business Affairs which shall include the following:

1. The name of each subcontractor or supplier participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each subcontractor or supplier.
3. Whether each subcontractor or supplier is a minority owned, woman owned, LGBTQIA+ owned, veteran owned, disabled-person owned, Certified Disadvantaged Business Entity, non-profit, or local business.
4. Whether each subcontractor is a supplier, subcontractor, or other.
5. The dollar value of each subcontract or supply agreement.
6. The actual payment to date of each subcontractor or supplier participating in the contract.

B. The report shall be updated during the applicable quarter by the Contractor whenever any of the approved subcontractors or suppliers have completed the portion of the work they were contracted to perform. Copies of this report should be transmitted promptly to the Macon-Bibb County Office of Small Business Affairs.

C. The County may withhold any payment due to the Contractor on any project for failure to submit the Subcontractor/Supplier Report within thirty (30) days following the end of the calendar quarter or for the failure to submit updates to the quarterly report within thirty (30) days of any subcontractor or supplier having complete the portion of work they were contracted to perform.

11. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this

Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

12. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claim[s]") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

13. Insurance

- (a) Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages required by County as detailed in Exhibit B. Coverage shall remain in effect throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- (b) Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.
- (c) Comprehensive General Liability ("CGL") with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and contractors as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.
- (d) Contractor agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.
- (e) Contractor agrees to procure and maintain Employers' Liability Insurance coverages with liability limits of not less than \$1,000,000.00 per accident for bodily injury by accident, \$1,000,000.00 per employee for bodily injury by disease, and \$1,000,000.00 per accident for bodily injury/disease aggregate. 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.

- (f) Prior to the commencement of Service, Contractor shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.
- (g) 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.
- (h) 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.

14. Ownership of Documents

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Contractor pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Contractor for any purpose other than the performance of Services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered "work for hire" and shall become the exclusive property of County when Contractor has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.

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.

The Parties acknowledge that both Vendor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, Vendor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Vendor as to any records or data in the County's possession.

Upon execution of this Agreement, Vendor shall designate in writing that one or more of its officers shall be the open records officer for Vendor in accordance with the Open Records Act. In the event that Vendor receives a request for records under the Open Records Act, Vendor shall notify County within two business days by sending an email, return receipt requested, to OpenRecordsNotices@maconbibb.onmicrosoft.com. Vendor shall provide County with copies of all records proposed for production prior to responding to such request. Vendor shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Vendor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Vendor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Vendor's complete compliance with the provisions of this section shall be performed at no cost to County.

Vendor assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Vendor produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then Vendor shall pay County the sum of \$10,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Vendor. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

16. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding Service provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement.

17. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

18. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

19. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

20. Prohibition Against Employing Illegal Aliens

Contractor is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. 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 or email 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:

Dixie Lawn and Landscaping, Inc.
Attn: Josh B. Wilson
3810 Roddy Hwy.
Cochran, Georgia 31014
Officedixielandscaping@yahoo.com

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.

22. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance. This provision shall not apply to any delays caused by COVID-19 pandemic conditions.

23. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

24. Conflict of Laws

This Agreement shall be governed and construed under the laws of the State of Georgia without regard to conflicts of laws principles that would require the application of any other law.

25. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all of its own costs and attorney's fees.

26. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

27. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

28. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or

otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

29. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

30. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

31. 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.

32. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Date

Attested: _____
Janice S. Ross, Clerk of Commission

Date

Paulk Landscaping & Nursery, Inc.:

By: _____

Date

Attested: _____

(Title)

Date

*Q:\CONTRACTS\2025-0147 Dixie Lawn And Landscaping - Riverside Cemetery Maintenance
9-25-24.Docx*

EXHIBIT A

Scope of Services

Macon Bibb is seeking qualified and experienced contractors interested in providing ground maintenance services for Riverside cemetery. Services to be provided will consist of furnishing all materials, equipment, and labor necessary to perform ground maintenance services. All work performed shall be in accordance with applicable laws, regulations, standards, and commercial practices.

Minimum Requirements

The Contractor shall have at least five (5) years of verifiable experience on similar work as specified in this scope of work.

Basic Ground Maintenance. The contractor shall provide ground maintenance services to include but not limited to mowing of cemetery sites to their property lines, edging of sidewalks, driveways, curbs, slabs, and other concrete or asphalt edges that improve the cemetery grounds. All trash and debris shall be picked up and disposed of at an approved site prior to each mowing. Edging should be no more than ½-inch from the hard surface edge to maintain an even contour with the edge surface. Contractor's personnel shall not use mowers across grass level markers where damage may occur. Contractor is responsible for blowing grass clippings off all roads, sidewalks, and gravesites.

Service Frequency:

Mowing shall be performed **52 weeks (a full calendar year) with a minimum of four days per week**. There shall be a minimum 4-man crew with at least two mowers during spring and summer (April – September). During the fall and winter months (October-March) there shall be a minimum of 2 man-crew.

Schedules for the mowing shall be coordinated with Macon Bibb County Parks and Beautification Director.

The Contractor shall trim around trees, limbs, shrubs, buildings, fences, headstones, monuments, and other fixed obstacles. In addition, grass, weeds, and other vegetation shall also be trimmed. All areas on the cemetery grounds must be trimmed concurrent with mowing. Contractor will be responsible to repair or replace any property that is damaged during work.

Supplemental Services. Maintenance products shall be approved by the Macon Bibb County Parks and Beautification Director. The Contractor shall procure, handle, apply, and dispose of products and chemicals according to applicable laws and regulations. Contractor shall be responsible for securing applicable licenses and permits that meet local, federal, and state guidelines.

Contractor shall refrain from performing any work on cemetery grounds while funerals or memorial services are ongoing in order not to interfere or detract from the event.

Prior to any commencement of work that impacts public right-of-way access, Contractor must install warning signs and any other warning and safety devices advising the public work is being performed. All signs shall be temporary and removed at the completion of work.

Contractor's employees must be professionally dressed and wear identification badges when performing cemetery maintenance services.

EXHIBIT B

INVITATION FOR BID
FOR
Riverside Cemetery Maintenance Services
For
Macon-Bibb County

25-004-LH

93620

95820



MACON BIBB COUNTY, GEORGIA

ISSUED: August 8, 2024

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, **August 29, 2024**

Macon-Bibb County Procurement Department
(Attn: Laura Hardwick)
700 Poplar Street Suite 308
Macon, Georgia 31201

GENERAL

A. Invitation

1. Notice is hereby given that Macon-Bibb County will receive sealed bids (Original Bid and Flash Drive) in the Macon Bibb County Procurement Department, 700 Poplar Street – Suite 308, Macon, Georgia 31201, until **12:00 noon on Thursday, August 29, 2024, for Riverside Cemetery Maintenance Services** for the Macon-Bibb County Government.

NO BIDS WILL BE ACCEPTED AFTER THE ABOVE TIME.

2. A pre-bid conference is scheduled for 10:00 o'clock a.m., **Wednesday, August 14, 2024**, at the Macon-Bibb County Procurement Conference Room, Suite 308 located on the 3rd floor, City Hall, 700 Poplar Street, Macon, Georgia 31201. This pre-bid is mandatory; contractor must be present in order to submit a response. Social distancing and mandatory mask wearing measures will be enforced.
3. The primary intent of this Invitation to Bid is to identify a single source to provide all of the needed goods and/or services; however, Macon Bibb County reserves the right to make split awards.
4. Questions regarding the bid are due **August 16, 2024, by 3:00 p.m. by email only to lhardwick@maconbibb.us.**
5. Bids will be publicly opened and read in the Macon Bibb Procurement Conference Room, Suite 308, located on the 3rd floor of City Hall, 700 Poplar Street, Macon, Georgia, on **August 29, 2024**, starting at 2:00 pm.
6. Minority, Women Owned and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Small Business Affairs at (478) 300-2297 or via email cstephens2@maconbibb.us; contact person name is Charise Stephens.

B. Bid Documents

7. Bid documents will be made available at the Macon-Bibb County Procurement Department, City Hall, 700 Poplar Street, Suite 308, Macon, GA 31201, (478) 803-0554 or www.maconbibb.us/procurement under active solicitations.

C. Sealed Bids

SEALED Bids shall be delivered or mailed to:

Macon-Bibb County Procurement Department
Attn: Laura Hardwick
700 Poplar Street, Suite 308
Macon, GA 31201
Lhardwick@maconbibb.us

Mark the outside of the envelope "Bid # 25-004-LH – "Riverside Cemetery Maintenance Services"

D. Forms

1. The enclosed Macon-Bibb County bid form shall be used. Use of other bid documents may deem the bid to be non-responsive.
2. "Attachment A" must be completed and included with the bid; failure to include, completed, signed, and notarized forms (as applicable) may deem the bid non-responsive. Any "Attachment A" documents which are not applicable to a vendor shall be marked "Not applicable" and submitted with all other "Attachment A". For example, an automobile dealership which does not intend to use subcontractors shall mark the "List of Subcontractors" form in the "Attachment A" documents "Not applicable" and submit that document with the other "Attachment A" documents.

E. Validity

1. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.
2. All prices shall be Delivered prices, FOB Destination, after deducting all non-applicable taxes, delivered to each requesting department or office. Vehicles shall be ready to use.

F. Local Preference

1. Macon-Bibb County reserves the right to award bids to County businesses and merchants whose bid is within 5% (five percent) of the lowest responsive and responsible bid which conforms to the Invitation to Bid.

G. Reservations

1. Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior Macon-Bibb County experience. Hence, Macon-Bibb County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another. Any required information not submitted with bids shall deem bid non-responsive.

H. Insurance

Insurance Requirements

All deductibles shall be paid for by the Bidder.

Required Insurance Coverages. The Bidder also agrees to purchase and have the authorized agent state on the insurance certificate that the Bidder has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. 50-21-37.

The minimum required coverages and liability limits are as follows:

Workers' Compensation Insurance. The Bidder agrees to provide, at a minimum, Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' compensation stating the contractor qualifies to pay its own workers' compensation claims.

Employers' Liability Insurance. The Bidder shall also maintain Employer's Liability Insurance Coverage with limits of at least:

(i)	Bodily Injury by Accident accident	\$1,000,000 each
(ii)	Bodily Injury by Disease employee; and	\$1,000,000 each
(iii)	Bodily Injury/Disease Aggregate accident	\$1,000,000 each

Commercial General Liability Insurance. The Bidder shall provide Commercial General Liability Insurance (2001 ISO Occurrence Form or equivalent) that shall include, but need not be limited to, coverage

for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

Coverage	Limits
1. Premises and Operations	\$1,000,000 per Occurrence
2. Products and Completed Operations	\$1,000,000 per Occurrence
3. Personal Injury	\$1,000,000 per Occurrence
4. Contractual	\$1,000,000 per Occurrence
5. General Aggregate	\$2,000,000 per Project

Additional Requirements for Commercial General Liability Insurance are as follows:

Commercial business Automobile Liability Insurance. The Bidder shall provide commercial business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The commercial business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 combined Single Limits for each accident.

Disposition of Insurance Documents. One original certificate of insurance with all endorsements attached must be deposited with Owner for each insurance policy required.

Failure of Insurers. The Bidder is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.

Additional Insured: Bidder shall add Owner as an additional insured and list bid name and number under the commercial general and automobile policies.

Scope of Services

Macon Bibb is seeking qualified and experienced contractors interested in providing ground maintenance services for Riverside cemetery. Services to be provided will consist of furnishing all materials, equipment, and labor necessary to perform ground maintenance services. All work performed shall be in accordance with applicable laws, regulations, standards, and commercial practices.

Minimum Requirements

The Contractor shall have at least five (5) years of verifiable experience on similar work as specified in this scope of work.

Basic Ground Maintenance. The contractor shall provide ground maintenance services to include but not limited to mowing of cemetery sites to their property lines, edging of sidewalks, driveways, curbs, slabs, and other concrete or asphalt edges that improve the cemetery grounds. All trash and debris shall be picked up and disposed of at an approved site prior to each mowing. Edging should be no more than ½-inch from the hard surface edge to maintain an even contour with the edge surface. Contractor's personnel shall not use mowers across grass level markers where damage may occur. Contractor is responsible for blowing grass clippings off all roads, sidewalks, and gravesites.

Service Frequency:

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Schedules for the mowing shall be coordinated with Macon Bibb County Parks and Beautification Director.

The Contractor shall trim around trees, limbs, shrubs, buildings, fences, headstones, monuments, and other fixed obstacles. In addition, grass, weeds, and other vegetation shall also be trimmed. All areas on the cemetery grounds must be trimmed concurrent with mowing. Contractor will be responsible to repair or replace any property that is damaged during work.

Supplemental Services. Maintenance products shall be approved by the Macon Bibb County Parks and Beautification Director. The Contractor shall procure, handle, apply, and dispose of products and chemicals according to applicable laws and regulations. Contractor shall be responsible for securing applicable licenses and permits that meet local, federal, and state guidelines.

Contractor shall refrain from performing any work on cemetery grounds while funerals or memorial services are ongoing in order not to interfere or detract from the event.

Prior to any commencement of work that impacts public right-of-way access, Contractor must install warning signs and any other warning and safety devices advising the public work is being performed. All signs shall be temporary and removed at the completion of work.

Contractor's employees must be professionally dressed and wear identification badges when performing cemetery maintenance services.

BID FORM

Contractor agrees to perform the work described in the Scope of Work for the following prices:

Basic Ground Lawn Maintenance

Description	Unit of Measure	Quantity	Total Cost
Riverside Cemetery	Per Service	1	\$
	Total Base Price		\$

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME (TYPED OR
PRINTED): _____ TITLE: _____

COMPANY _____

ADDRESS _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____

FAX: _____

Email: _____

ACKNOWLEDGMENT OF ADDENDUM

The undersigned Contractor acknowledged receipt of the following addendum, if issued, to the Invitation for Bid. If none received, write "None Received."

Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:

Firm	
Signature	
Print Name	
Title	
Date	



Macon-Bibb County Government

Procurement Department

Government Center

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

August 26, 2024

ADDENDUM # 1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-004-LH, Riverside Cemetery Maintenance Services

The Invitation for Bids, referenced above, is modified as follows:

Bid due dates has changed from Thursday, August 29, 2024, to Thursday, September 19, 2024, 12:00 noon.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

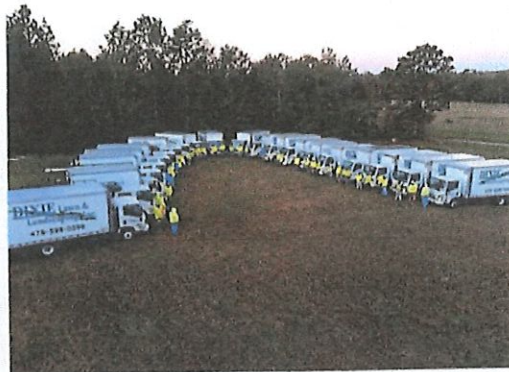
J.W.

Dixie Lawn & Landscaping, Inc.
3810 Roddy Hwy
Cochran, GA 31014
officedixielandscaping@yahoo.com

(478) 934-3838 Office
(478) 934-3880 Fax
(478) 599-0596 Cell

Company Profile

Dixie Lawn & Landscaping, Inc. is located in Cochran, GA, and has been serving the Southeast since 1998. Throughout the years, our company has grown to 75 full time employees who specialize in both residential & commercial services including: Landscaping, Design Build, Irrigation Installation & Repair, Lawn Care, and Lawn Maintenance. Our mission is "Creating quality in the landscape industry by showing respect, taking pride, completing work in a timely manner & always doing the right thing." Dixie Lawn & Landscaping, Inc. is a leader in our industry. We know you expect dependable and hassle-free results. We deliver these results with our year-round employees who understand your expectations. Team up with Dixie so we can make life more enjoyable for you.



Insurance and Licensing

Dixie Lawn & Landscaping, Inc. is fully licensed and insured. We carry general liability, property damage and worker compensation insurance, with a \$4,000,000 per occurrence limit. We are licensed by the State of Georgia to provide pest control services under category 24, turf and ornamental pest control.

Dixie Lawn & Landscaping, Inc.
3810 Roddy Hwy
Cochran, GA 31014
officedixielandscaping@yahoo.com

(478) 934-3838 Office
(478) 934-3880 Fax
(478) 599-0596 Cell

Projects and References

Recently Completed Landscape Projects:

ASU Liberty Center	irrigation & landscape installation	Hinesville, GA
GSU Military Building	irrigation & landscape installation	Statesboro, GA
GSU South Campus	hardscape & landscape installation	Statesboro, GA
Senior Center	irrigation & landscape installation	Macon, GA
YKK Main Entrance	landscape renovation	Macon, GA
Statesboro High	irrigation football field	Statesboro, GA
Great Oaks Bank	irrigation & landscape installation	Richmond Hill, GA
Chic Fil A	irrigation & landscape installation	Dublin, GA
GBI	irrigation & landscape installation	Pooler, GA
Pulaski Pocket Park	hardscape & landscape installation	Hawkinsville, GA

Commercial Maintenance References:

Houston County Contact: Travis McClendon	roadway maintenance 478-951-2349	40 miles
Eastman Housing Authority Contact: Michelle Butler	yearly maintenance 478-374-5414	40 acres
City of Perry Contact: Ansley Fitzner	yearly maintenance 478-244-6618	27 properties
YKK, Macon, GA Contact: Dustin Miller	yearly maintenance 478-744-6344	65 acres
Georgia Forestry State Office Contact: Dennis Evans	yearly maintenance 478-957-9709	60 acres
Bleckley County School System Contact: Trey Belflower	yearly maintenance 478-230-2871	5 campuses
Baldwin County School System Contact: Matt Adams	yearly maintenance 770-468-8550	9 campuses

BID FORM

Contractor agrees to perform the work described in the Scope of Work for the following prices:

Basic Ground Lawn Maintenance

Description	Unit of Measure	Quantity	Total Cost
Riverside Cemetery	Per Service	1	\$ 13,035. ⁰⁰ monthly / \$156,420. ⁰⁰ Annual
	Total Base Price		\$ 13,035. ⁰⁰ monthly / \$156,420. ⁰⁰ Annual

AUTHORIZED SIGNATURE: 

DATE: 9-17-24

NAME (TYPED OR PRINTED):

Josh Wilson

TITLE: President

COMPANY

Dixie Lawn & Landscaping Inc

ADDRESS

3810 Roddy Hwy

CITY:

Cochran

STATE:

GA

ZIP:

31014

TELEPHONE:

478 934 3838

FAX:

Email: jwl.dixieland@yahoo.com

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: Dixie Lawn & Landscaping Inc
Address: 3810 Roddy Highway Cochran, GA 31014
When Organized: 1998 Where Incorporated: COCHRAN, GA
How many years have you engaged in business under the present firm name? 26 YEARS
Credit available for this contract? \$500,000.00
Contracts now in hand? \$4,000,000.00
Has bidder ever refused to execute a contract at the original bid amount? NO
Has bidder ever been declared in default on a contract? NO
Comments: _____

Company Name: Dixie Lawn & Landscaping Inc
Authorized By (typed name): Josh Wilson
Authorized Signature: [Signature]
Title: President Date: Aug. 26, 2024

References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
GA FORESTRY STATE OFFICE	MACON, GA	DENNIS EVANS	478-957-9709
BUCKLEY SCHOOL SYSTEM	COCHRAN, GA	STAN THOMPSON	478-230-4616
YKK - MACON	MACON, GA	DUSTIN MILLER	478-744-6344
HOUSTON COUNTY ROADS	HOUSTON COUNTY, GA	TRAVIS McLENDON	478-951-2349

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

26 DAY OF August, 2024

Stacey Dawn Chapman
Notary Public

My Commission Expires: Dec. 1, 2025



LIST OF SUB-CONTRACTORS

NAME/ADDRESS

% of Contract

NO SUBS

Page 103 of 204

Attachment "A"
Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

I do ☐, do not ☒, propose to employ the minority sub-contractors as listed below on some of the work on this project.

NAME/ADDRESS	TYPE OF WORK	% of Contract
--------------	--------------	---------------

no NE

Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☒ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.
Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: Dixie Lawn & Landscaping Inc
Authorized By (typed name): Josh Wilson
Authorized Signature: [Signature]
Title: President Date: 9-17-24

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

26 DAY OF August, 2024 My Commission Expires: Dec. 1, 2025

[Signature]
Notary Public

[NOTARY SEAL]



Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

- ☒ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: Dixie Lawn & Landscaping Inc
Authorized By (typed name): Josh Wilson
Signature: [Signature]
Title: President Date: 9-17-24

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

26 DAY OF August, 2024

My Commission Expires: Dec. 1, 2025

[Signature]
Notary Public

[NOTARY SEAL]



Attachment "A"
Required Submission Documents



Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this 17 day of Sept., 2019.

Signature of Contractor: _____

Title: _____

President

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

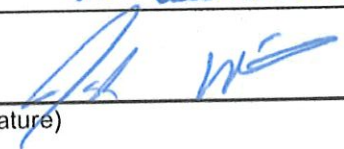
NON COLLUSION AFFIDAVIT

Date:	
Project:	Bibb County, Georgia
Project #:	
Project Description:	
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, Josh Wilson having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor: Dave Lamm Landscaping Inc

  (Signature) (Seal)



Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY
Vendor Application

Date Submitted: _____

☐ New Application

☐ Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550

Fax: 478-751-7252

Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION

Company Name:	Dixie Lawn & Landscaping Inc		
Company Address:	3810 Roddy Hwy Cochran GA 31014		
Authorized By (Name):	Josh Wilson		
Title:	President		
Authorized Signature:			Date:
Telephone Number:	478 934 3838	Fax Number:	
Email Address:	jwl@dixieland@yahoo.com		

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name:	Dixie Lawn & Landscaping Inc		
Remit to Address:	3810 Roddy Hwy Cochran, GA 31014		
Phone:	478 934 3838	Fax:	
Contact:	Dawn Chapman	Email:	officedixielandscaping@yahoo.com
Business Type (choose one):	☐ Individual/Sole Proprietor	☐ Single member LLC	
	☒ Business - incorporated	☐ Business - not incorporated/partnership	
	☐ LLC: C S P (circle one)	☐ Other (Specify):	
Social Security #:	Federal Tax ID #: 32-0149121		

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name:	Dixie Lawn & Landscaping Inc		
Purchase Order Address:	3810 Roddy Hwy Cochran GA 31014		
Phone:	478 934 3838	Fax:	
Contact:	Dawn Chapman	Email:	officedixielandscaping@yahoo.com
Payment Terms: Discount %	# Days	Net Due	
Freight Terms: Ship Via	FOB		

E-Verify Information

Private Employer Affidavit is attached :
With E-Verify # 480804 With E-Verify exemption selected _____
Contractor Affidavit is attached: (additional affidavit, if applicable)
With E-Verify # _____ Without E-Verify # but a copy of my driver's license is attached since
I have no employees and no intent to hire employees _____

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____
Woman Owned _____ Disabled _____ Veteran _____ Not Applicable ☒

Do you maintain a local office in Macon-Bibb County? Yes _____ No ☒

**Request for Taxpayer
Identification Number and Certification**

Go to 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. See Specific Instructions on page 3.	1 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.) Dixie Lawn & Landscaping Inc	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: 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. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b 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 _____ ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 3810 Ruddy Hwy	Requester's name and address (optional)
6 City, state, and ZIP code Cochran, GA 31014		
7 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.

Social security number									
				-				-	
or									
Employer identification number									
3	2	-	0	1	4	9	1	2	1

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Sign Here	Signature of U.S. person [Signature]	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.

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

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: Dixie Lawn & Landscaping Inc

SECTION 1 (Choose ONE of the following)

- (A) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed ten (10) or less employees. (Proceed to Section 3)
- (B) ☒ On January 1 of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees and has registered with the E-Verify program. (Proceed to Section 2)

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number: 480304

Date of Authorization: 12-29-2011 (Proceed to Section 3)

SECTION 3

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

Executed on August, 26, 2024 in Cochran (city), GA (state)

Printed Name of Authorized Officer or Agent: Josh Wilson

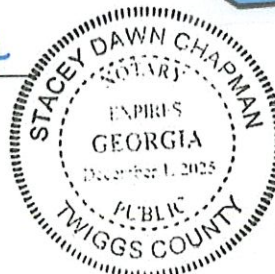
Title of Authorized Officer or Agent: President

Signature of Authorized Officer or Agent: [Signature]

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 26 DAY OF August, 2024

Stacey Dawn Chapman
NOTARY PUBLIC

My Commission Expires: Dec. 1, 2025



ACKNOWLEDGMENT OF ADDENDUM

The undersigned Contractor acknowledged receipt of the following addendum, if issued, to the Invitation for Bid. If none received, write "None Received."

Addendum No. #1	Dated: Aug. 26, 2024
Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:

Firm	DIXIE LAWN & LANDSCAPING INC.
Signature	
Print Name	JOSH WILSON
Title	PRESIDENT
Date	9-17-24



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ACE ENTERPRISES, LLC, TO PERFORM SIDEWALK CONSTRUCTION BARRINGTON HALL DRIVE, AT A COST OF \$397,509.00, TO BE PAID FROM 2018 SPLOST FUNDS FOR ROAD WORK; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County has determined that the level of residential development and pedestrian and vehicle traffic along Barrington Hall Drive area necessitates the installation of sidewalk facilities; and

WHEREAS, Invitation for Bids (IFB) No. 25-012-LH was published on August 8, 2024, advertised on the Macon-Bibb County's Procurement page, and posted to the Georgia Procurement Registry; and

WHEREAS, four hundred and eight (408) vendors were notified of the IFB, of whom, five (5) self-identified as African American owned, four (4) self-identified as Asian American owned, six (6) self-identified as Native American owned, and one (1) self-identified as Hispanic/Latino owned; and

WHEREAS, on the published due date, October 3, 2024, three (3) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and

WHEREAS, Ace Enterprises, LLC, whose total bid was the lowest responsive and responsible submission, is recommended for award; and

WHEREAS, Ace Enterprises, LLC maintains its primary place of business in Macon, Georgia; 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 Ace Entities LLC, to perform sidewalk improvements along Barrington Hall Drive, in the amount of THREE HUNDRED NINETY-SEVEN THOUSAND, FIVE HUNDRED NINE DOLLARS AND 00/100 CENTS (\$397,509.00), to be paid from 2018 SPLOST funds for roadwork, and with such agreement in a substantially similar form as the attached Exhibit A, 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 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 Authorizing Agreement With Ace Enterprises For Barrington Hall Drive Sidewalks
In The Amount Of \$397,509.00 - 10-21-24.Docx*

EXHIBIT A

GENERAL CONSTRUCTION AGREEMENT BETWEEN
MACON-BIBB COUNTY AND
ACE ENTERPRISES, LLC.

THIS GENERAL CONSTRUCTION AGREEMENT (this “Agreement”) is made by and between Macon-Bibb County, a political subdivision of the State of Georgia, (“County”), and Ace Entities, LLC (“Contractor”), a Georgia corporation having a principal place of business at 250 Hazel Street, Macon, Georgia, 31206, collectively the Parties (“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 one year from contract execution unless terminated earlier by operation of and in accordance with this Agreement. The Agreement may only be extended thereafter by written mutual written consent of the Parties.

1.2 Compensation

Contractor shall receive THREE HUNDRED NINETY-SEVEN THOUSAND, FIVE HUNDRED NINE DOLLARS AND 00/100 CENTS (\$398,509.00) as full compensation for services performed under this Agreement, in accordance with Exhibit A – Contractor’s Pricing Proposal, attached hereto and incorporated by reference (“Exhibit A”). 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. The County will only pay for items used and actual work performed. Change orders will be issued for any variance from this Agreement. 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 B – Barrington Hall Sidewalk Project Scope of Work (“Exhibit B”), attached hereto and incorporated by reference. In general terms, this project shall include without limitation, the preparation of the site and installation of the sidewalk facilities in accordance with GDOT, ADA, and all other applicable design standards, along Barrington Hall Drive, between its intersections with Pebblebrook Lane and the westside of Cambridge Way, as more fully described in Exhibit B. All work contemplated hereunder shall be completed in accordance with all state, federal, and local laws, rules, and ordinances.

2.2 Schedule

Contractor shall commence work as soon as practicable, but no later than 10 calendar days from the County’s issuance of the Notice to Proceed. Contractor shall complete all work within 135 calendar days following the County’s issuance of the Notice to Proceed. This Schedule shall include all clean up, demobilization, and other work necessary to return the project area to its final state. This schedule includes accommodation for weather delays of 3 calendar days, Time is of the essence; therefore, Contractor shall execute all work diligently, completing all work within the timeframe established between County and Contractor, unless extended in writing by mutual consent of the Parties.

The County shall be entitled to receive, and may withhold from payments to Contractor, liquidated damages of ONE HUNDRED DOLLARS AND 00/100 CENTS (\$100.00) for each day that the project is delayed beyond the scheduled completion date, unless the Contractor obtains an extension of time from the County. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the Owner, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract

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

Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage.

Contractor shall protect all surrounding and adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways, and fences along or adjacent to work. 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.

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.

(d) Underground Utilities

The Contractor shall verify all underground utilities and their location prior to commencing any work under this Agreement. Damages to underground utilities, and costs to repair same, shall be the responsibility of the Contractor.

(e) Traffic Control

Contractor shall maintain traffic by utilizing adequate construction signs and flagmen at all times.

Contractor shall furnish, install, maintain, and remove all traffic control devices necessary to properly protect and divert traffic.

Contractor shall ensure that barricades and detour signs are illuminated at night.

Contractor shall be responsible for all costs associated with required traffic control.

Contractor shall assume responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

(f) Erosion Control

Erosion control measures will be required for this project. In planning and implementation of such erosion control measures, Contractor shall refer to “Manual for Erosion and Sediment Control in Georgia” prior to any grading or construction activities. Contractor shall obtain approval for any activity involving erosion control measures or construction from the Macon-Bibb Engineering Department. The Contractor shall utilize erosion control measures during the course of completing this

(g) 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.

(h) Material Disposal

Contractor shall not allow trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises. Such items shall be disposed of off premises.

No burnishing of trash, dirt, stumps, tree trunks, excess materials, or other items shall be permitted at the premises.

All costs of removing trash shall be the responsibility of Contractor.

Contractor shall be responsible for the place and method of proper disposal.

(i) Inspection

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 the specifications for this project, 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.

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.

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 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 labor and workmanship shall be guaranteed for a minimum of one (1) year from the date of completion.

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.

5.4 Payment and Performance Bond

Contractor shall purchase payment and performance bonds prior to the commencement of any construction on the Project. Each bond shall: be in a form approved by County; incorporate by reference the terms of this Contract; be executed by a company certified by the Secretary of the United States Department of Treasury pursuant to the Act of July 30, 1947 (61 Stat. 646, as amended; 6 U.S.C. 6-13); be executed by a company licensed and authorized to do business in the state of Georgia; and be accompanied by a power of attorney certifying that the persons executing the bond have the authority to do so. The penal sum of each bond shall be an amount not less than the contract price.

Contractor shall deliver bonds and powers of attorney to County prior to commencement of the work. The bonding company that issues the bonds must be registered with The Surety Association of America (SAA).

In the event the Contract Price is adjusted by Change Order executed by the parties, the penal sum of both of the performance bond and the payment bond shall be deemed to be automatically increased by like amount without requiring additional notice to the Surety.

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 for Convenience

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 Default

The County may, by written notice of default to Contractor, terminate the whole or any part of this Agreement should Contractor fail to perform this Agreement within the time specified herein or any extension thereof; fail to perform any of the other provisions of this Agreement; or 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
Attn: Mayor
700 Poplar Street
P.O. Box 247
Macon, GA 31202-0247

For Independent Contractor:

Ace Enterprises, LLC
Attn: Brian Plotner
P.O. Box 26175
Macon, Georgia 31221

With a copy to:

Macon-Bibb County
Attn: County Attorney
700 Poplar Street
P.O. Box 247
Macon, GA 31202

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 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.

10.6 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. This paragraph shall not apply to any delay caused by the COVID-19 pandemic.

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

Contractor agrees that all work product, intellectual property, and information generated in providing services to the County shall be considered "work for hire" and will become the property of County from the time of its creation. County shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided for in this Agreement.

15. Confidential Information and Open Records

The Parties acknowledge that both Contractor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, S24G0198,

Supreme Court of Georgia, decided August 13, 2024. As a result, Contractor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Contractor as to any records or data in the County's possession.

Upon execution of this Amendment, Contractor shall designate in writing that one or more of its officers shall be the open records officer for Contractor in accordance with the Open Records Act. In the event that Contractor receives a request for records under the Open Records Act, Contractor shall notify County within two business days by sending an email, return receipt requested, to OpenRecordsNotices@maconbibb.onmicrosoft.com. Contractor shall provide County with copies of all records proposed for production prior to responding to such request. Contractor shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Contractor shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Contractor shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Contractor's complete compliance with the provisions of this section shall be performed at no cost to County.

Contractor assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Contractor produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then Contractor shall pay County the sum of \$10,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by Contractor. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

MACON-BIBB COUNTY:

By: _____
Lester M. Miller, Mayor Date _____

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

(SEAL)

ACE ENTERPRISES, LLC:

By: _____
_____(Name/Title) Date _____

Attested: _____
_____(Name)(Title) Date _____

(SEAL)

Exhibit A

Bid Price Form

For

25-012-LH Barrington Hall Sidewalk Project Phase 1

Total Bid Price P+P BOND	\$ 387,814 ⁰⁰ 9,695 ⁰⁰
Timeline for Project	\$ 397,509 ⁰⁰ 120 Calendar Days

I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Printed Name: JIM HUFFSTETLER

Authorized Signature: [Signature] Date: 7/24/2024

Company Name: ACE ENTITIES

I, Jack Williams,
Procurement Representative of Macon-Bibb County
Government, do certify this solicitation was publicly
opened and read at the time and place stated in
the notice.

[Signature]
Procurement Facilitator

[Signature]
Witness

Bid Quantity Sheet

Item	Unit of Measure	Quantity	Unit Price	Total
Traffic Control	LS	1	<u>\$18,000⁰⁰</u>	<u>\$18,000⁰⁰</u>
Clearing and Grubbing	LS	1	<u>_____</u>	<u>*INCLUDED</u>
Erosion Control	LS	1	<u>_____</u>	<u>*INCLUDED</u>
* Sidewalk (4")	SY	3000	<u>\$88⁵⁰</u>	<u>\$265,500⁰⁰</u>
Driveways (6")	SY	333	<u>\$126⁰⁰</u>	<u>\$41,958⁰⁰</u>
Sodding	LS	1	<u>_____</u>	<u>\$33,250⁰⁰</u>
Gravity Wall (Scheme 1)	CY	14	<u>057.14</u>	<u>\$12,000⁰⁰</u>
Crosswalk (Ladder Style)	EA	6	<u>1,100</u>	<u>\$6,600⁰⁰</u>
Crosswalk (Standard 2 Line)	EA	3	<u>\$375³³</u>	<u>\$1,126⁰⁰</u>
Crosswalk Ahead Signs	EA	12	<u>\$300</u>	<u>\$3,600⁰⁰</u>
Crosswalk Signs	EA	12	<u>\$250</u>	<u>\$3,000⁰⁰</u>
Stop Bars (24")	EA	9	<u>\$308⁸⁹</u>	<u>\$2,780</u>
BID TOTAL:			<u>\$387,814⁰⁰</u>	
P+P BOND			<u>\$ 9,695⁰⁰</u>	

Exhibit B

Barrington Hall Sidewalk Project Phase 1

Macon Bibb County is looking to construct sidewalks along Barrington Hall Drive from Zebulon Road to Cambridge Way. A sidewalk will be constructed on the north side of Barrington Hall Drive from Zebulon Road to the westside of Cambridge Way. The terminal point will be the ADA ramp and landing pad on the westside of Cambridge Way.

Use GDOT Standard Specifications unless otherwise specified.

ADA ramps and crosswalks are required at the following locations:

1. ADA ramp and landing on the southeast corner of Pebblebrook Ln with a High emphasis crosswalk to the sidewalk on the north side of Barrington Hall Drive.
2. ADA ramps and standard crosswalk at Cimarron Ct.
3. ADA ramp and landing on the southeast corner of Laurel Pl with a High emphasis crosswalk to the sidewalk on the north side of Barrington Hall Drive.
4. ADA ramp and landing on the southeast corner of Sandgables Ct with a High emphasis crosswalk to the sidewalk on the north side of Barrington Hall Drive.
5. ADA ramp and landing on the southeast corner of Pineland Pl with a High emphasis crosswalk to the sidewalk on the north side of Barrington Hall Drive.
6. ADA ramp and landing on the southeast corner of Ansley Ct with a High emphasis crosswalk to the sidewalk on the north side of Barrington Hall Drive.
7. ADA ramp and landing on the southeast corner of Stoney Creek Dr with a High emphasis crosswalk to the sidewalk on the north side of Barrington Hall Drive.
8. ADA ramps and standard crosswalk at Barrington Ridge Ct.
9. ADA ramps and standard crosswalk at Cambridge Way.

All crosswalks are thermoplastic.

Sidewalks will be constructed with 3000 psi concrete and be 5 feet wide, 4 inches thick. All driveways and ADA Ramps will be constructed with 3000 psi concrete and be 6 inches thick.

Location of all ADA Ramps will be identified in the field. All ADA ramps and detectable warning surfaces will be included on cost of the sidewalk.

Sidewalks will match the back edge of the curb and have a maximum cross slope of 2% draining to the curb. Transition all sidewalks around mailboxes and storm drainage inlets. Driveways will need to be reconstructed within the right of way for sidewalks crossings to meet ADA requirements.

Sidewalk control joints shall consist of a slot or groove, at least 1 inch (1”) in depth and one-fourth inch (1/4”) in width and placed at a 5-foot spacing. Place expansion joints to separate fixed or different concrete structures where needed.

Gravity walls may be needed for sidewalk construction in areas where existing slopes exceed 1:2 (rise to run) at the back of the sidewalk. Max height 2 feet. Possible location of Gravity Wall is the area west of Laurel Place.

Gravity location will be identified in the field.

Earthwork to be include in associated pay item (Sidewalk, Driveway and Gravity Wall)

Erosion control devices to be placed as needed using best management practices.

All disturbed areas will be sodded, matching the existing grass type.

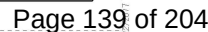
There is an existing surface rock in the right of way on the northside across from Laurel Place. Include means to place the sidewalk adjacent to this rock. Partial removal may be required.

Estimated Quantities

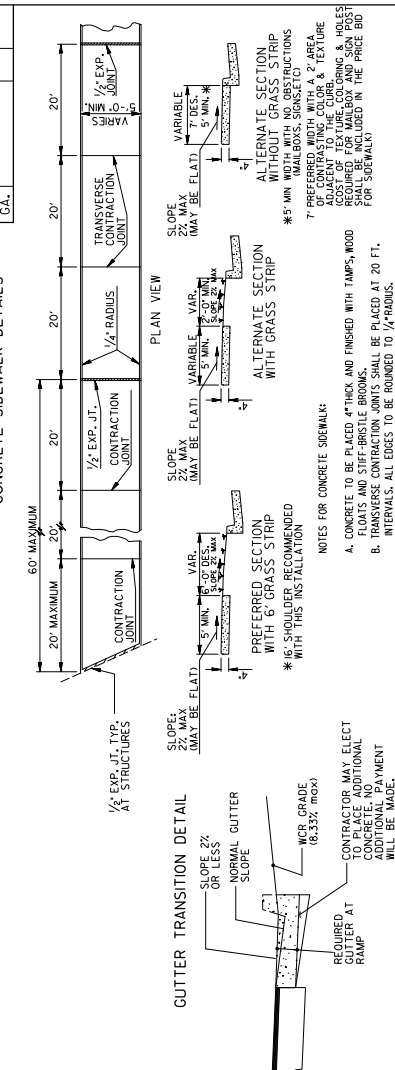
Traffic Control (LS)	1
Clearing and Grubbing (LS)	1
Erosion Control (LS)	1
Sidewalk (SY)	3000
Driveways (SY)	333
Concrete Removal (SY)	500
Sodding (LS)	1
Gravity Wall (Scheme 1) (CY)	14
Crosswalk (Ladder Style) (EA)	6
Crosswalk (Standard 2 Line) (EA)	3
Crosswalk Ahead Signs (EA)	12
Crosswalk Signs (EA)	12
Stop Bars (24”) (EA)	9

Bid Quantity Sheet

Item	Unit of Measure	Quantity	Unit Price	Total
Traffic Control	LS	1	_____	_____
Clearing and Grubbing	LS	1	_____	_____
Erosion Control	LS	1	_____	_____
Sidewalk (4")	SY	3000	_____	_____
Driveways (6")	SY	333	_____	_____
Sodding	LS	1	_____	_____
Gravity Wall (Scheme 1)	CY	14	_____	_____
Crosswalk (Ladder Style)	EA	6	_____	_____
Crosswalk (Standard 2 Line)	EA	3	_____	_____
Crosswalk Ahead Signs	EA	12	_____	_____
Crosswalk Signs	EA	12	_____	_____
Stop Bars (24")	EA	9	_____	_____
BID TOTAL:			_____	_____

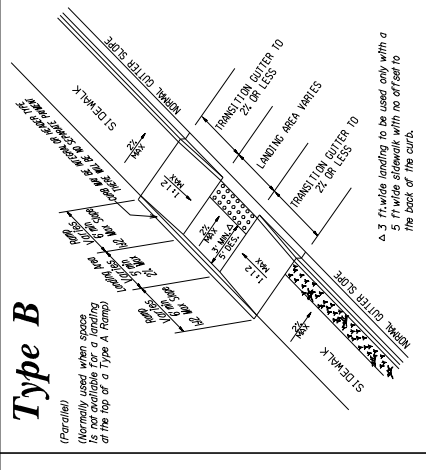


CONCRETE SIDEWALK DETAILS



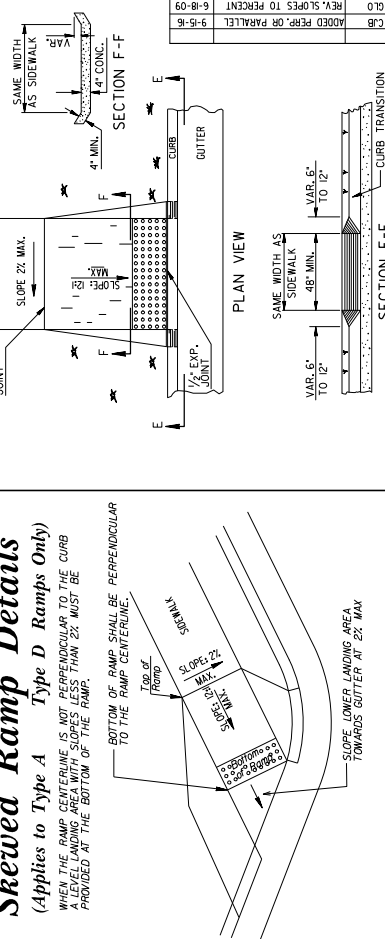
NOTES FOR CONCRETE SIDEWALK:

Type B



Δ 3 ft. wide landing to be used only with a 5 ft wide sidewalk with no offset to the back of the curb.

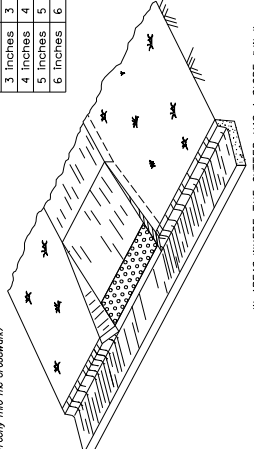
Skewed Ramp Details



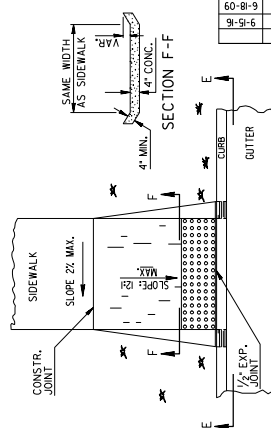
-SLOPE LOWER LANDING AREA
TOWARDS GUTTER AT 2% MAX

LENGTH REQUIRED FOR A 1:2 SLOPE		
DIFFERENCE IN HEIGHT	LENGTH REQUIRED	
1 inch	1 foot	
2 inches	2 feet	
3 inches	3 feet	
4 inches	4 feet	
5 inches	5 feet	
6 inches	6 feet	

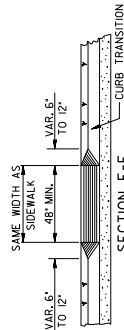
NOTES FOR CURB CUT RAMPS:



IN AREAS WHERE THE GUTTER HAS A SLOPE 1" IN 1' END NORMAL GUTTER SLOPE AT A DISTANCE OF 6 TO 10 FEET FROM THE RAMP AND BEGIN TRANSITION TO A FLAT GUTTER SLOPE. NORMAL GUTTER SLOPE SHALL BE RESUMED AT A SIMILAR DISTANCE BEYOND THE RAMP



PLAN VIEW



DATE	REVISION	
5-20-03	REVISED	
4-3-03	REVISED	
4-1-02	REVISED	
4-29-03	REVISED	
5-13-03	REVISED	
5-12-03	REVISED	
5-12-03	REVISED	
1-22-03	REVISED	
1-10-03	REVISED	
2-21-03	REVISED	
5-10-06	NEW UNTHATCHED DOMES	CL0
	ADDED GEN. NOTE NO. 8	
	AND ADDED ID # & CHART	
6-18-09	REV. SL. OFFCS TO RECENT	CL0
9-15-16	ADDED PERP. OR PARALLEL	CJB

This Detail Replaces Ga Standard 9031W

Guidelines For Usage On Metric Projects

When these details are incorporated into plans and/or projects that are being prepared or constructed in metric units, exact or precise conversion to metric units is not required. The dimensions shown that are in feet and inches may be converted to corresponding metric units using the following: "Rounded-Off" conversion factors: $1'' = 25\text{mm}$, $4'' = 100\text{mm}$, and $12'' = 300\text{mm}$. All measurement notes that refer to linear feet and square yards shall be interpreted to mean linear meters and square meters.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

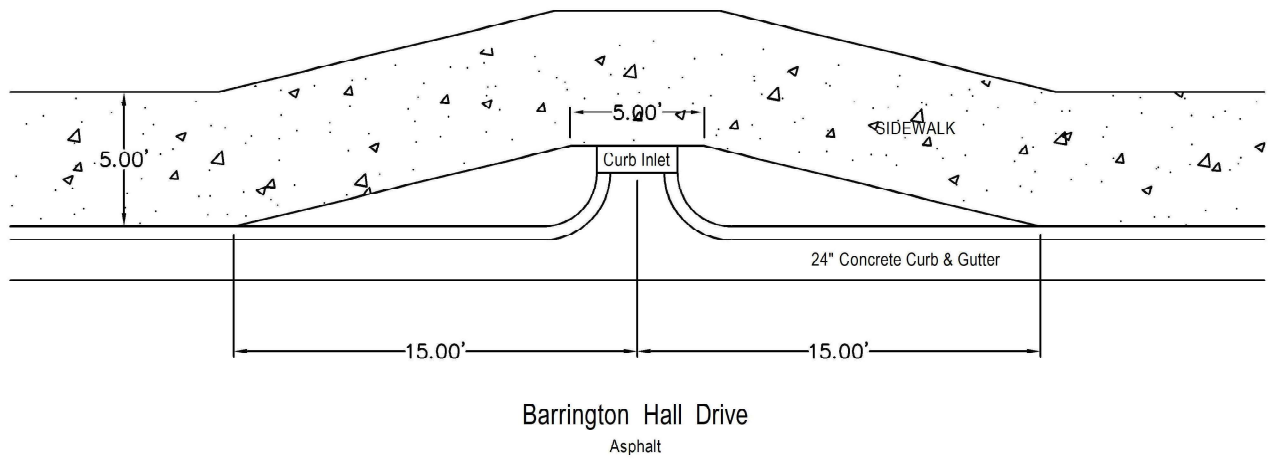
INSTITUTION OF THE STATE OF GEORGIA

SPECIAL DETAIL
CONCRETE SIDEWALK DETAILS
CURB CUT (WHEELCHAIR) RAMPS

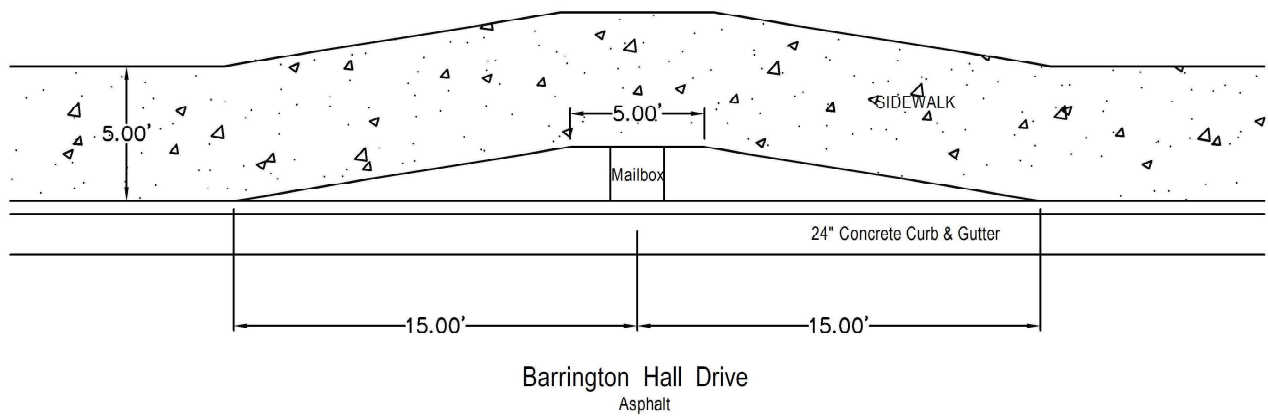
MARCH 12, 2002

NUMBER

A3

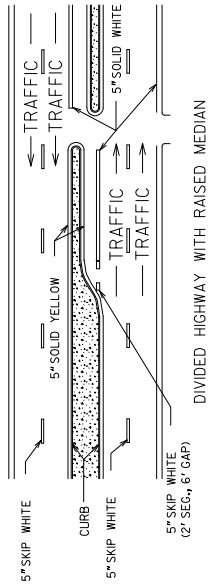


Typical Sidewalk At Curb Inlet
NTS

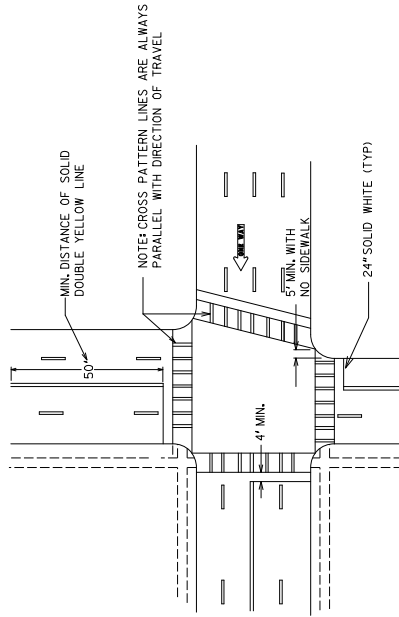


Typical Sidewalk At Mailbox
NTS

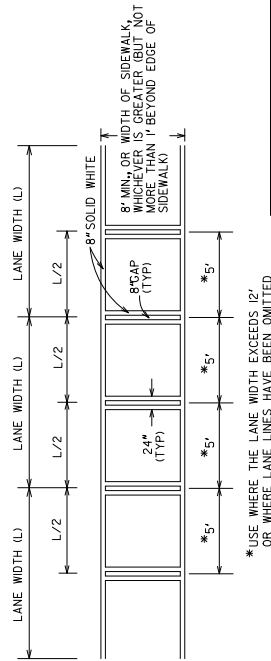
STATE	PROJECT NUMBER	SHEET NUMBER	TOTAL SHEETS
GA.			



DIVIDED HIGHWAY WITH RAISED MEDIAN



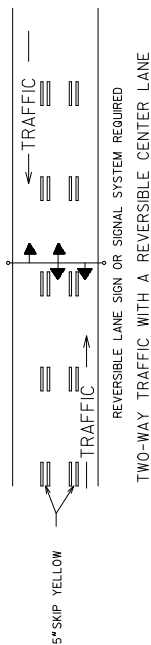
TYPICAL LOCATION OF CROSSWALKS AND STOP BARS



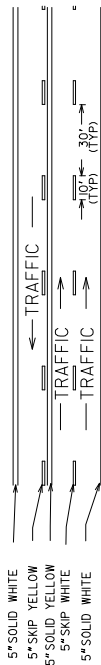
CROSSWALK DETAIL

GENERAL NOTES:

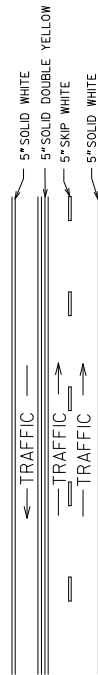
1. SPACING BETWEEN DOUBLE LINES SHALL BE EQUAL TO THE LINE WIDTH.
2. EDGE LINES SHALL BE PLACED A MINIMUM OF 4 INCHES FROM THE NORMAL EDGE OF PAVEMENT.
3. CONTRAST MARKINGS FOR SKIP STRIPING SHALL BE AS SHOWN IN DETAIL T-11B.



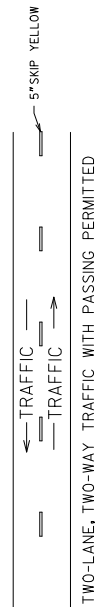
TWO-WAY TRAFFIC WITH A REVERSIBLE CENTER LANE



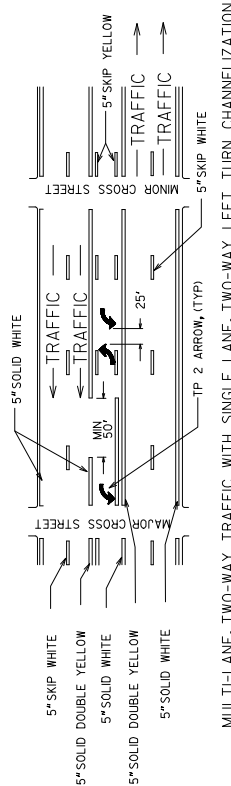
TWO-WAY TRAFFIC WHERE MOTORISTS IN A SINGLE LANE ARE PERMITTED TO PASS



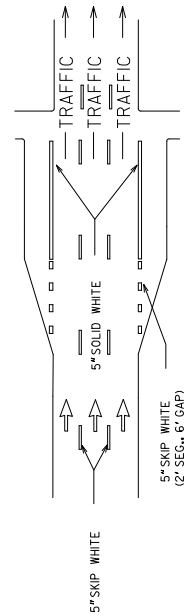
TWO-WAY TRAFFIC WHERE MOTORISTS IN A SINGLE LANE ARE NOT PERMITTED TO PASS



TWO-LANE, TWO-WAY TRAFFIC WITH PASSING PERMITTED



MULTI-LANE, TWO-WAY TRAFFIC WITH SINGLE LANE, TWO-WAY LEFT TURN CHANNELIZATION



ONE-WAY TRAFFIC WITH ADDED TURN LANES

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA			
DATE	REVISION	NO. SCALE	NUMBER
9-5-16	3	NO SCALE	T-11A
DESIGNED	BY	ADDED GENERAL	COR
DRAWN	BY	TRACED	BY
CHECKED	BY	CHECKED	BY
CONSTRUCTION DETAILS			JANUARY 2000
PAVEMENT MARKING PLACEMENT			
NON-LIMITED ACCESS ROADWAY			

Hayes, John

From: Floyd, Nigel
Sent: Tuesday, July 30, 2024 12:34 PM
To: Hayes, John; Vo, Tri
Subject: RE: Signing Requirements for Crosswalks

This email originated from inside Macon-Bibb County Government. Do NOT click on links or open attachments unless you recognize the sender and know the content is safe.

Message sent internally from: nfloyd@maconbibb.us

John,

The advance crosswalk sign should be a W11-2 with a W16-9P advisory plate.

The sign at the crosswalk should be a W11-2A with a W16-7PR or PL representing left or right.

The advance warning sign should be installed 150' to 200' in advance of the crosswalk.

Nigel B. Floyd
Macon-Bibb County
Traffic Engineer.
Phone: 478-621-6660
Email: nfloyd@maconbibb.us
780 Third Street
Macon, Georgia 31201
www.maconbibb.us



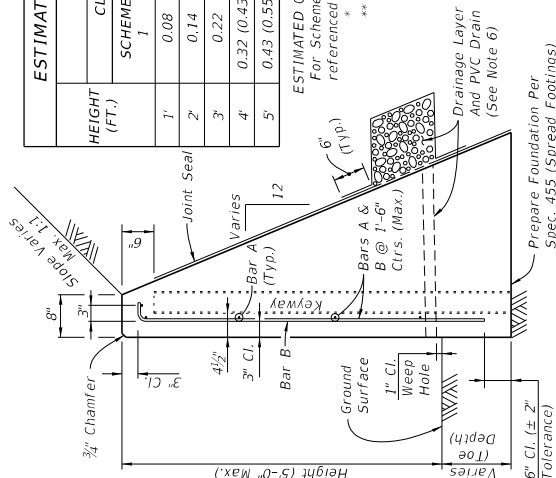
1. C-I-P Gravity Walls constructed as extensions of reinforced concrete retaining walls, except walls of proprietary designs, shall have the same face texture and finish as the reinforced concrete retaining wall.
2. Concrete for gravity Wall shall be Class NS per Section 347. Concrete for Scheme 3 Junction Slab and Traffic Railing shall be Class II per Section 346, unless otherwise specified in the plans.
3. Reinforcing steel shall meet the requirements of Specification Section 931 (Grade 40 or 60). Smooth or Deformed Welded Wire Reinforcement (WWR) may be substituted on an equal area basis. Do not increase bar/wire spacing for Grade 60 reinforcing steel or WWR.
4. When required, for adjacent guiderail, see Index 515-070 or 515-080 as appropriate. For adjunct Type B fence see Index 550-002.

HEIGHT (FT.)	ESTIMATED QUANTITIES FOR C-I-P WALL					
	PER LINEAR FOOT OF WALL				WEEP HOLES STEEL & DRAIN REOD.	WALL
	SCHEME 1	SCHEME 2	SCHEME 3 ⁴	REINF. STEEL (LB.)		
1'	0.08	0.11 (0.20 ⁴)	0.03	3 (4 ⁴)	No	
2'	0.14	0.20 (0.32 ⁴)	0.09	4 (5 ⁴)	No	
3'	0.22	0.32 (0.47 ⁴)	0.29	5 (6 ⁴)	Yes	
4'	0.32 (0.43 ⁴)	0.47 (0.65 ⁴)	0.43	6 (7 ⁴)	Yes	
5'	0.43 (0.55 ⁴)	0.65 (0.85 ⁴)	0.60	7 (8 ⁴)	Yes	

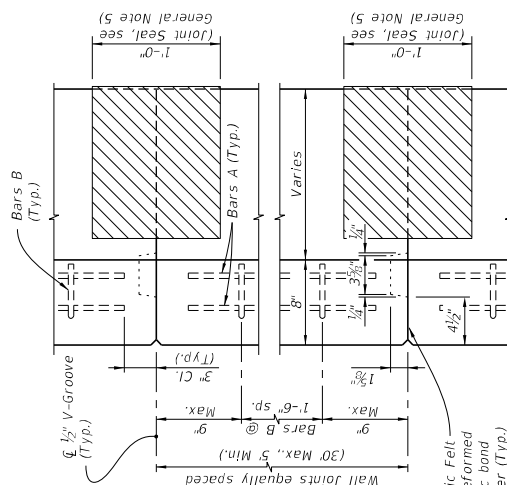
ESTIMATED QUANTITIES NOTES:

For Scheme 3 Junction Slab and Traffic Railing see the referenced Index for estimated quantities.

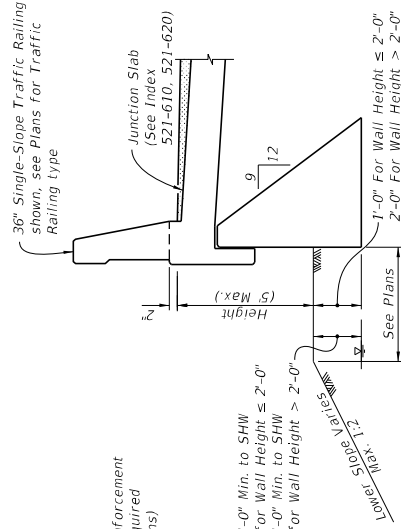
* Quantity for 2'-0" Toe Depth.
** Quantity for Scheme 3 assumes 1'-3" thick coping above Gravity Wall.



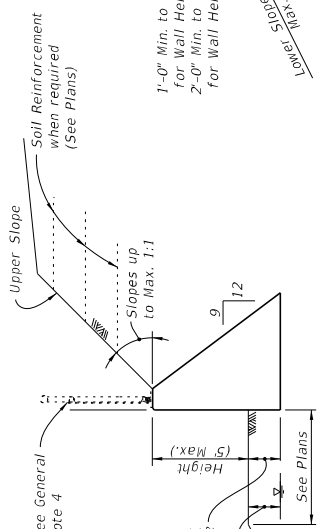
TYPICAL SECTION
C-I-P CONCRETE GRAVITY WALL



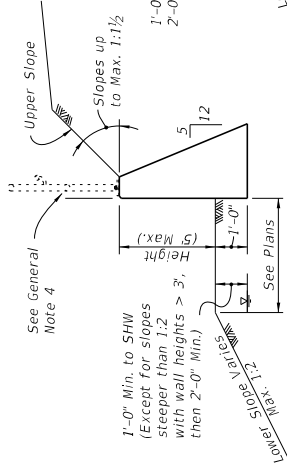
KEYWAY & WALL JOINT DETAIL
(TOP VIEW)



SCHEME 3
With Traffic Railing)



SCHEME 2
*With Traffic Loading or
Upper Slopes > 1:1½)*



SCHEME 1
No Traffic Loading Effects &
Upper Slopes $\leq 1:1\frac{1}{2}$

BILL OF REINFORCING STEEL		
MARK	SIZE	LENGTH
A	4	As Read.
B	4	As Read.

BAR BENDING DIAGRAM	

NOTES:

1. All bar dimensions are out to out.
2. Lap splices for Bars A must be a minimum of 1'-10".

NOTES:

1. All bar dimensions are out to out.
2. Lap splices for Bars A must be a minimum of 1'-10".

LAST REVISION 11/01/17	DESCRIPTION: REVISION	 FY 2022-23 STANDARD PLANS	GRAVITY WALL	INDEX 400-011	SHEET 1 of 1
------------------------------	--------------------------	--	--------------	------------------	-----------------







LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SURVEYING AND MAPPING, LLC, FOR UTILITY LOCATION SERVICES & MAPPING AT A RATE OF UP TO \$106.00 PER HOUR TO BE PAID FROM THE FACILITIES MAINTENANCE BUDGET, TRAFFIC MAINTENANCE OPERATIONS – ELECTRICAL LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, The Georgia Underground Facility Protection Act, O.C.G.A. § 25-9-1 et seq., provides for the regulatory structure to protect underground utilities, including, sewer, electricity, and gas lines, from damage due to excavation by requiring that owners of such underground utilities mark them when a request is made to perform excavation activities in a given area; and

WHEREAS, Macon-Bibb County owns certain underground utility structures that must be marked within a certain period of the time a request for location of the facilities is received; and

WHEREAS, in order to ensure that all requests received by Macon-Bibb County are timely located and marked, the use of an outside vendor is necessary to perform underground utility location services; and

WHEREAS, Macon-Bibb County Procurement issued Request for Proposals No. 2025-005-LH (RFP # 25-005) on August 28, 2024, advertising on Macon-Bibb County's Procurement website and the Georgia Procurement Registry; and

WHEREAS, two hundred eighty-six (286) vendors were notified of the FRP, of whom thirty-seven (37) self-identify as African-American owned; five (5) self-identify as Asian American owned; five (5) self-identify as Native American/Indigenous owned; four (4) self-

identify as Hispanic/Latino owned; and two (2) self-identify as Pacific Islander-American owned ; and

WHEREAS, As of the published due date of September 26, 2024, one (1) response was received by the Procurement department, tabulated for responsiveness, and provided to the user department for review; and

WHEREAS, after review of the submitted proposal, Facilities Maintenance has recommended Surveying and Mapping, LLC, (SAM) should be granted the award to perform underground utility location services for Macon-Bibb County; and

WHEREAS, SAM is a Texas-based limited liability company that maintains an office in Middle Georgia; and

WHEREAS, Procurement agrees with this award recommendation; 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 an agreement with Surveying and Mapping, LLC, for the performance of utility location & mapping services as a regular business hour rate of up to NINETY-SIX DOLLARS AND 00/100 CENTS (\$96.00) per hour, and overtime rate of up to ONE HUNDRED SIX DOLLARS AND 00/100 CENTS (\$106.00) per hour, with such agreement to be in a form to be approved of by the County Attorney, and associated costs to be paid from the Facilities Management Budget, Traffic Maintenance Operations – Electrical.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission 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 Authorizing Utility Location Services Agreement With SAM - \$96.00 Per Hour - FM.Docx



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SIZEMORE, INC., FOR SECURITY SERVICES AT THE BIBB COUNTY COURTHOUSE, AT AN AVERAGE HOURLY RATE OF \$21.00, TO BE PAID FROM THE FACILITIES MAINTENANCE BUDGET – GOVERNMENT WIDE UTILITIES ACCOUNT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission desires to improve safety at the Bibb County Courthouse complex; and

WHEREAS, currently the Bibb County Sheriff's Office provides security at the courthouse complex during business hours, but the Macon-Bibb County Commission finds it necessary to hire additional security services for nights, holidays, and weekends; and

WHEREAS, Macon-Bibb County Procurement issued Invitation for Bid No. 2025-010-LH (IFB # 25-010) on September 24, 2024, advertising on Macon-Bibb County's Procurement website and the Georgia Procurement Registry; and

WHEREAS, one hundred thirty-four (134) vendors were notified of the IFB, of whom forty (40) self-identify as African-American owned; seven (7) self-identify as Asian American owned; two (2) self-identify as Native American/Indigenous owned; and two (2) self-identify as Hispanic/Latino owned; and

WHEREAS, As of the published due date of October 17, 2024, six (6) responses were received by the Procurement department, tabulated for responsiveness, and provided to the user department for review; and

WHEREAS, while local preference points were available under the terms of this IFB, no vendors with a principal place of business in Macon submitted for the award; and

WHEREAS, after review of the submitted proposals, Facilities Maintenance has recommended Sizemore, Inc., (Sizemore) should be granted the award to perform after-hours security services; and

WHEREAS, Sizemore is a Georgia based company, with their primary operations being located in Augusta, Georgia, and a local office in Macon; and

WHEREAS, Procurement agrees with this award recommendation; 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 an agreement with Sizemore, Inc., for the performance of afterhours security services at the Bibb County courthouse complex at an average rate of TWENTY-ONE DOLLARS AND 00/100 CENTS (\$21.00) per hour, with such agreement to be in a form to be approved of by the County Attorney, with associated costs to be paid from the Facilities Maintenance budget's government wide utilities account.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission 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 Authorizing Utility Location Services Agreement With SAM - \$96.00 Per Hour - FM.Docx



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING MACON-BIBB COUNTY TO EXECUTE A PILOT AGREEMENT WITH THE HOUSING AUTHORITY OF MACON-BIBB COUNTY, RELATED TO THE REHABILITATION OF THE PUBLIC HOUSING COMMUNITY ON BOBBY JONES STREET; AND FOR OTHER LAWFUL PURPOSES.

Purpose: To provide for a PILOT agreement ensuring municipal services for the planned renovations of the public housing community on Bobby Jones Street, to be known as "Bobby Jones Villas."

WHEREAS, pursuant to O.C.G.A § 8-3-8, the Housing Authority of Macon-Bibb County ("the MHA") and its properties are exempt from all taxes and special assessments levied by the County or any political subdivision thereof, including housing communities subject to private enterprise agreement; and

WHEREAS, the MHA currently owns and operates a sixty-one (61) unit public housing community commonly referred to as "Bobby Jones" ("the Community"), which is in need of rehabilitation; and

WHEREAS, the MHA, in conjunction with In-fill Housing II, Inc., formed Bobby Jones Villa, L.P., (the "Partnership") which has been awarded federal and state low-income housing tax credits and secured financing for the rehabilitation through Synovus Bank and Sugar Creek Capital; and

WHEREAS, as part of the financing and operations structure contemplated in the financing of this project, ownership of the Community will be transferred to the Partnership and the property will remain in a tax exempt status; and

WHEREAS, O.C.G.A § 8-3-8 further provides that MHA may enter into agreements to ensure that municipal services are provided to affordable housing units and in return may enter into agreements for payments in lieu of taxes (“PILOT agreements”); and

WHEREAS, The City of Macon, now Macon-Bibb County, and the MHA have previously entered into certain agreements that provide for PILOT agreements to be made in exchange for municipal services being provided at the MHA properties; and

WHEREAS, preliminary plans for the rehabilitation of the Bobby Jones Community are attached hereto as Exhibit A, for informational purposes;

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 PILOT agreement with the Housing Authority of Macon-Bibb County for the provision of municipal services to the rehabilitated Bobby Jones Community in exchange for payments made in lieu of taxes, in substantially similar form to the attached Exhibit B, incorporated herein by reference.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission 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.

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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 PILOT Agreement For Bobby Jones Villas.Docx

EXHIBIT A



F:\PROJECTS\2022-32 Mill Shakespeare - Bobby Jones Renovations\Working Drawings\2022-32 BJ - AS1\Bobby Jones Homes Architectural Site Plan - Ga 7-21.dgn
2/2/2022

ARCHITECTURAL SITE PLAN - BOBBY JONES HOMES (GA 7-21)

1" = 60'

TABULATION OF BUILDING UNITS

BLDG NUMBER	BLDG TYPE	STORIES	ONE BEDROOM	TWO BEDROOM	THREE BEDROOM	FOUR BEDROOM	FIVE BEDROOM	ONE BEDROOM HANDICAP	THREE BEDROOM HANDICAP	THREE BR HEARING & VISUALLY IMPAIRED	TOTAL DWELLING UNITS
1	B	1			1						1
2	E	1				1					1
3	DHV	1								1	1
4	A	1			1						1
5	B	1			1						1
6	A	1			1						1
7	E	1				1					1
8	A	1			1						1
9	E	1				1					1
10	B	1			1						1
11	E	1				1					1
12	A	1			1						1
13	B	1			1						1
14	A	1			1						1
15	A	1			1						1
16	E	1				1					1
17	B	1			1						1
18	A	1			1						1
19	B	1			1						1
20	B	1			1						1
21	A	1			1						1
22	E	1				1					1
23	A	1			1						1
24	E	1				1					1
25	B	1			1						1
26	A	1			1						1
27	B	1			1						1
28	DHV	1								1	1
29	A	1			1						1
30	E	1				1					1
31	B	1			1						1
32	A	1			1						1
33	CHC	1							1		1
34	B	1			1						1
35	E	1				1					1
36	A	1			1						1
37	E	1				1					1
38	B	1			1						1
39	A	1			1						1
40	B	1			1						1
41	B	1			1						1
42	B	1			1						1
43	B	1			1						1
44	E	1				1					1
45	A	1			1						1
46	B	1			1						1
47	B	1			1						1
48	A	1			1						1
49	B	1			1						1
50	B	1			1						1
51	A	1			1						1
52	CHC	1							1		1
53	A	1			1						1
54	A	1			1						1
55	B	1			1						1
56	CHC	1							1		1
57	A	1			1						1
58	E	1				1					1
59	B	1			1						1
60	CHC	1							1		1
61	A	1			1						1
TOTALS					43	12			4	2	61

HANDICAP ACCESSIBLE UNITS

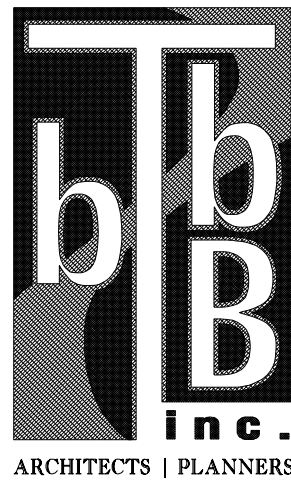
- (1) 105 BOBBY JONES STREET
- (2) 204 BOBBY JONES CIRCLE
- (3) 128 BOBBY JONES BOULEVARD
- (4) 104 BOBBY JONES BOULEVARD

HEARING & VISION IMPAIRED COMPLIANT UNITS

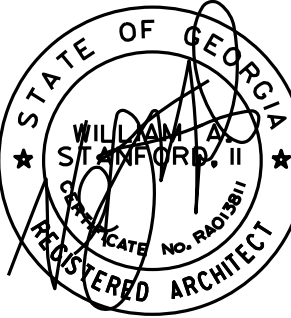
- (1) 109 BOBBY JONES BOULEVARD
- (2) 114 BOBBY JONES STREET

LEGEND

- (A) ← DESIGNATES BUILDING TYPE
(1) ← DESIGNATES BUILDING NUMBER



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RENOVATIONS AT
SHAKESPEARE HOMES & BOBBY JONES HOMES
MACON, GEORGIA



Drawing Issue Schedule	
12-16-2022	Permit Set
Project No:	2022-32

Bobby Jones
Architectural Site Plan
& Tabulations of
Building Units
BJ AS1.1

GRAPHIC SCALE IN FEET
0 60 120

EXHIBIT B

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (this “Agreement”) is made this ____ day of September, 2024 (the “Effective Date”), by and between **MACON-BIBB COUNTY, GEORGIA** (the “County”), and the **HOUSING AUTHORITY OF MACON-BIBB COUNTY**, f/k/a the Housing Authority of the City of Macon, Georgia, a public body corporate and politic, organized and existing under the laws of the State of Georgia (the “Authority”).

W I T N E S S E T H:

WHEREAS, pursuant to Section 8-3-8 of the Official Code of Georgia Annotated (the “Georgia Law”), the Authority and its properties are exempt from all taxes and special assessments of the County or any political subdivision thereof; and

WHEREAS, any housing project subject to a private enterprise agreement (as defined in Section 8-3-3(13.1(C) of Georgia Law) is public property used for essential public and governmental purposes and not for purposes of private or corporate benefit or income and, as such, is also exempt from all taxes and special assessments of the County or any political subdivision thereof; and

WHEREAS, the Authority has owned, operated and managed a sixty-one (61) unit (the “Units”) public housing community commonly known as Bobby Jones (the “Community”) which the Authority intends to rehabilitate through the use of tax-exempt financing, federal and state low-income housing tax credits and other forms of financing; and

WHEREAS, in order to secure the financing for the rehabilitation of the Community, the Authority, through its ownership of In-Fill Housing II, Inc., a Georgia nonprofit corporation, formed Bobby Jones Villas, L.P., a Georgia limited partnership (the “Partnership”) which has been awarded the federal and state low-income housing tax credits and which has secured financing from Synovus Bank (the “Bank”) and Sugar Creek Capital (“Sugar Creek”); and

WHEREAS, in connection with the revitalization and rehabilitation of the Units the Authority shall and must transfer ownership of the Units from the Authority to the Partnership; and

WHEREAS, the ownership of the Partnership, the financing of the rehabilitation of the Units by the Partnership and the Authority and the management of the Units following the completion of the rehabilitation all allow for the Units to remain exempt pursuant to Georgia law from all real and personal property taxes and special assessments levied or imposed by of the County or any political subdivision thereof following the transfer of the Units from the Authority to the Partnership; and

WHEREAS, Section 8-3-8 of Georgia Law contemplates that the Authority may enter into agreements to ensure that certain municipal services are provided to any affordable housing units and in return the Authority may agree to make a payment in lieu of taxes (“Payment in Lieu of Taxes”) for such municipal services; and

WHEREAS, the parties have previously entered into that certain Cooperation Agreement dated August 30, 1938 and attached hereto as Exhibit “A”, and that certain Cooperation Agreement

dated December 20, 1950 and attached hereto as Exhibit “B” (the “1950 Agreement” and collectively, the “Previous Agreements”) wherein the Authority agrees in the 1950 Agreement to make certain Payments in Lieu of Taxes in return for the City of Macon, as the predecessor to the County, providing certain services identified therein; and

WHEREAS, the County desires to assist the Authority in helping to ensure the financial viability and commercial success of the Community through the extension of the Payment in Lieu of Taxes for the Units rather than a separate assessment for any real and personal property taxes and special assessments levied or imposed by of the County or any political subdivision thereof in return for the current services provided by the County; and

WHEREAS, such support by the County was previously documented in a letter from Mayor Miller to the Authority, a copy of which is attached hereto as Exhibit “C”.

WHEREAS, the parties desire to enter into this Agreement to ensure the receipt by the Units of certain municipal services described herein in return for the Payment in lieu of Taxes rather than an assessment of real and personal property taxes or any special assessment by the County or any political subdivision thereof.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, each intending to be legally bound hereby, do hereby agree as follows:

1. Preamble and Recitals. The preamble and recitals hereinabove set forth are hereby incorporated into and made a part of this Agreement.

2. Defined Terms. Except as otherwise specifically provided herein, all capitalized words not otherwise defined herein shall have the meaning ascribed thereto in the Previous Agreements.

3. Agreement for PILOT Payments.

3.1 Tax Exemption. Notwithstanding the exemption available to the Units pursuant to Georgia Law, in acknowledgement of its role as a citizen of the County, the Authority or the Partnership agree to make a Payment in Lieu of Taxes for or with respect to the Units in accordance with the terms of the Previous Agreements and this Agreement or as otherwise agreed to by the County and the Authority.

3.2 Amount of Payment in Lieu of Taxes. The amount of the Payment in Lieu of Taxes for the Units (the “PILOT Payments”) shall be the amount identified in the 1950 Agreement which is identified therein as follows: “[e]ach such annual payment in lieu of taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (a) ten percent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (b) the amount permitted to be paid by applicable state law in effect on December 20, 1950, whichever amount is the lower; provided,

however, that upon failure of the Local Authority to make any such payment in lieu of taxes, no lien against any projects or assets of the Local Authority shall attach.”

3.3 Services. In return for the Payment in Lieu of Taxes, the County agrees to provide to the Units any municipal services provided by the County to housing facilities or projects as of the date hereof or which are provided by the County for such facilities at any time after the date hereof.

4. Term and Termination.

4.1 Term. The term of this Agreement shall be for thirty (32) years from the Effective Date representing a two (2) year construction period and an additional thirty (30) year period required by the State of Georgia for the property to be maintained and operated as affordable housing.

4.2 Termination. This Agreement may only be terminated by mutual agreement of both parties; provided, however, the County may suspend the provision of municipal services to the Community, in its sole discretion, if the Authority or the Partnership fail to make the PILOT Payments.

5. Miscellaneous Provisions.

5.1 Notices. Except as expressly provided herein, notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed or sent by telex, graphic scanning or other telegraphic communications equipment of the sending party to the address of each party as identified in the Agreements.

5.2 Governing Law. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

5.3 Amendments. This Agreement may be amended only by a written amendment approved by both parties.

5.4 Waiver. The waiver by a party of any instance of the other party's noncompliance with any obligation or responsibility herein shall not be deemed a waiver of other instances of such party's noncompliance.

5.5 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.

5.6 Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement, and shall become effective when one (1) or more counterparts shall have been signed by each party and delivered to each other party.

5.7 Entire Agreement. The provisions of this Agreement, and the other agreements referred to herein, set forth the entire agreement and understanding between the parties as to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

5.8 Construction. This Agreement has been negotiated by the parties and their respective counsel and will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party.

5.9 Assignment. This Agreement shall not be assigned by the Partnership to any person without the express written consent of the County and the Authority, except that this Agreement may be transferred and inure to the benefit of any person succeeding to the interest of the Partnership under this Agreement as a result of a foreclosure of a deed to secure debt encumbering the Project or a transfer in lieu of foreclosure, or a transfer realizing on a pledge or security interest of the equity interests of the Partnership, and if such assignee or transferee is a bank or other financial institution, such rights shall automatically transfer and inure to the benefit of any party immediately succeeding to the interest of such bank or other financial institution.

IN WITNESS WHEREOF, the parties have executed this Agreement as of date first above written.

CITY:

MACON BIBB COUNTY, GEORGIA

By: _____
Lester Miller, Mayor

AUTHORITY:

**HOUSING AUTHORITY OF MACON-BIBB
COUNTY** f/k/a the Housing Authority of the City
of Macon, Georgia

By: _____
Michael T. Austin, Chief Executive Officer

Acknowledged by:

PARTNERSHIP:

BOBBY JONES VILLAS, L.P., a Georgia limited
partnership

By: Bobby Jones GP, Inc., a Georgia
corporation, the general partner

By: _____
Kathleen Mathews, Chief Executive
Officer

EXHIBIT A

1938 COOPERATION AGREEMENT

EXHIBIT B

1950 COOPERATION AGREEMENT

EXHIBIT C

MAYOR'S SUPPORT LETTER



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A FY2024 HOMELAND SECURITY GRANT FROM THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY IN THE AMOUNT OF \$3,200.00, WITH NO LOCAL MATCH REQUIRED, TO BE USED BY THE MACON-BIBB COUNTY FIRE DEPARTMENT FOR PERSONAL PROTECTIVE EQUIPMENT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Fire Department has been awarded a Homeland Security Grant from the Georgia Emergency Management and Homeland Security Agency in the amount of \$3,200.00, with no local match required; and

WHEREAS, the deadline to utilize the grant funds is September 30, 2026; and

WHEREAS, the Macon-Bibb County Fire Department will utilize the funds to purchase personal protective equipment; and

WHEREAS, a copy of the grant award letter and the grant terms and conditions are attached hereto and are incorporated herein by reference as Exhibit A; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission hereby authorizes the Mayor to accept the Homeland Security Grant awarded to the Macon-Bibb County Fire Department, in the amount of THREE THOUSAND TWO HUNDRED DOLLARS

AND 00/100 CENTS (\$3,200.00), from the Georgia Emergency Management and Homeland Security Agency to purchase protective equipment, with no local match required, as provided in Exhibit A.

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

BE IT FURTHER RESOLVED 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 Accepting GEMA HS Grant For MBC Fire Department \$3,200.00 10-28-2024.Docx

EXHIBIT A



**FISCAL YEAR 2024
HOMELAND SECURITY GRANT PROGRAM**

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

AND

Macon-Bibb Fire Department

GRANT NO: 43

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2024 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$3,200.00 to Macon-Bibb Fire Department, as Subrecipient, in accordance with the Fiscal Year 2024 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

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

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

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

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2024, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later and shall continue through September 30, 2026. No modifications to the Budget can be made after the termination date, September 30, 2026 or when all funds have been used.

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

Caveat: DHS/FEMA has reserved the right to change the FY24 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY24 HSGP award will be passed through to the Subrecipient by GEMA/HS.

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

- | | |
|-----------|---|
| Exhibit A | Standard Assurances - Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
(COMPLETE, SIGN, AND RETURN With AGREEMENT) |
| Exhibit B | National Incident Management System (NIMS) Compliance Form
(COMPLETE, SIGN, AND RETURN With AGREEMENT) |
| Exhibit C | Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
(COMPLETE, SIGN, AND RETURN With AGREEMENT) |
| Exhibit E | Tangible Property Report
(KEEP FOR REFERENCE) |
| Exhibit F | Department of Homeland Security, HSGP, Grant Agreement Number <u>EMW-2024-SS-05208</u> , Agreement Articles (KEEP FOR REFERENCE) |
| Exhibit G | Approved Budget Cost Line(s) (LOCATED IN EM GRANTS MANAGER) |
| Exhibit H | DHS/FEMA Fiscal Year 2024 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at: |

<https://www.fema.gov/grants/preparedness/homeland-security/fy-24-nofo>

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

- A. Purchasing:** Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>
- B. Payment Requests:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form and provide any other documentation or information requested by GEMA/HS. If the Acknowledgment Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Progress Reports in the EM Grants Manager System in a timely manner according to the guidelines in the section below.
- D. Quarterly Progress Report (PROGRESS REPORT):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.
- E. The following reporting periods and due dates apply:**

• First Quarter	October 1 - December 31	Due January 31
• Second Quarter	January 1- March 31	Due April 30
• Third Quarter	April 1 - June 30	Due July 31
• Fourth Quarter	July 1 - September 30	Due October 31

FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS
WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE
PROGRESS REPORT IS RECEIVED.

- F. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND

PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at <http://www.ecfr.gov/>.

A. Administrative Requirements

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. Organizational Audit Requirements: The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at <https://www.gao.gov/>, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

- D. Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. The Build America, Buy America Act (BABAA):** Subrecipient agrees to only use iron, steel, manufactured products, and construction materials produced in the United States for all infrastructure projects. The Act requires the following “Buy America” preference:
1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- Additional information regarding the BABAA requirements can be found at <https://www.fema.gov/grants/policy-guidance/buy-america#interpretation>
- F. Unique Entity Identifier (UEI) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the UEI number for the prospective Subrecipient.
- G. Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.
- H. Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2024 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
- I. Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient

under this Agreement.

National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2024 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit H), including without limitation, adoption, and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

<https://www.fema.gov/resource-management-mutual-aid>

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>

2. In order to assure compliance with NIMS requirements, all terms, and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.
3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>.
 - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate the performance of critical tasks required to respond to the exercise scenario.
 - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/about>, and must be preapproved by the GEMA/HS Exercise Program Manager.
 - c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY24 HSGP DHS/FEMA NOFO (Exhibit H).
 - d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at <https://www.fema.gov/emergency-managers/nims>.
5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of \$30,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 - 1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.
- 1. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf> and www.fsrs.gov.

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2024 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of the State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2024 HSGP DHS/FEMA NOFO (Exhibit H), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2024 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2024 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the **Georgia Bureau of Investigations and GEMA/HS** paging system whenever

responding outside of its jurisdiction.

- F.** The Subrecipient will maintain an inventory of all grant-funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as the equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. There must be a decal on all equipment funded by GEMA/HS which states “Funded by GEMA/HS”. The decal will be provided. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide approval or other instructions for disposal to the Subrecipient.
- G.** Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non- federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.
- H.** The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- I.** Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- J.** Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through a competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- K.** Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into a non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.
- L.** The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- M.** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- N.** No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- O.** If the Subrecipient is found to be in violation of any of the conditions of this agreement, including

any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

- P.** The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

- 1.** The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws, and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.
- 2.** The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground-disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
- 3.** The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY24 NOFO (Exhibit H) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available at <https://www.fema.gov/grants/preparedness/about/informational-bulletins>.

- R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/frts/>
- S. The Subrecipient agrees that funds from the FY 2024 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit H) and with FEMA's Information Bulletins 281 and 288. Specifically, without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:
 - 1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>.
 - 2. To use such funds to support the achievement of baseline levels of capability as defined in the fusion capability planning tool.
 - 3. The Subrecipient shall provide GEMA/HS with a certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three- year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 - 4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS/FEMA FY24 NOFO (Exhibit H) and Information Bulletin 288.
 - 5. All Subrecipients leveraging FY _____ HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information-sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN), and comply with 28 CFR 23.
- T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:
 - 1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency that cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.

2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.
- U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.
- V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY24 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

- A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant-funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag, and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without

cost, as directed by GEMA/HS.

C. Convenience: This agreement may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.

D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event, the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and Macon-Bibb Fire Department have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

SUBRECIPIENT



Signature

Linda Criblez, Deputy Director of Homeland Security

Printed Name and Title of Signatory

10 / 25 / 2024

Date of Signature

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

_____/_____/_____

Date of Signature

58-6000612

Agency FEID (XX-XXXXXXX)

Agency UEI Number (XXXXXXXXXX)

Costs

Cost Line Items

- Cost line items should be listed in the order of descending priority, with the most important item first, then second most important item next, and so on.
- Costs must be rounded to the nearest whole dollar amount.
- For Equipment items costing \$5,000 or more each it is required to provide a Tangible Property Report. If applicable, please attach to this application prior to submission.

Classification	Description	Qty	Price	Total
Area				
Equipment				
Type				
Personal Protective Equipment (PPE)	Rescuer Uniforms	20	\$ 160.00	\$3,200.00
AEL Code (List)				
Application Total				\$3,200.00
Grand Total				\$3,200.00

Funding Sources

Method: ☒ By Percent ☐ By Amount

Funding Source / Other Agency

Estimated Federal Share:

100 % \$3,200.00

Total Allocated:

100 % \$3,200.00

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED	
		October 31, 2024	

NIMS Compliance Form

This NIMS Compliance Form is OPTIONAL for Non-Governmental Agencies

Non-Governmental Subrecipients are not required to meet National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to <http://www.training.fema.gov/nims>. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subrecipient agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management and Homeland Security Agency this NIMS Compliance Form, Exhibit "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed.

Additional NIMS guidance can be found at <http://www.fema.gov/national-incident-management-system>.

RECOMMENDED:

- ☐ **IS-700 (NIMS) An Introduction**
- ☐ **ICS-100: Introduction to the Incident Command System**

RECOMMENDED:

- ☐ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☐ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☐ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☐ Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements.
- ☐ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☐ Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.

RECOMMENDED continued:

- ☐ Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
 - ☐ **IS-800** National Response Framework, An Introduction
 - ☐ **ICS-200** ICS for Single Resources and Initial Action Incidents
 - ☐ **ICS-300** Intermediate ICS for Expanding Incidents
 - ☐ **ICS-400** Advanced ICS for Command and General Staff
 - ☐ **IS-701** NIMS Multiagency Coordination Systems (MACS)
 - ☐ **IS-702** NIMS Public Information Systems
 - ☐ **IS-703** NIMS Resource Management
- ☐ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☐ Participate in an all-hazard exercise program based on NIMS that involves responders from
- ☐ Incorporate corrective actions into preparedness
- ☐ Inventory community response assets to conform
- ☐ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and
- ☐ Apply standardized and consistent terminology, including the establishment of plain English communications standards

Agency

Authorized Signature

Date

Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Check ☐ if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT		PR/AWARD NUMBER AND / OR PROJECT NAME	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
SIGNATURE		DATE	



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE ACCEPTANCE OF AND APPROVE THE INSTALLATION OF A RED MAPLE TREE IN MEMORY OF JAXON BILBREY IN WASHINGTON PARK; TO AUTHORIZE A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF UP TO \$500.00 FROM GENERAL FUND – FUND BALANCE TO THE PARKS AND BEAUTIFICATION BUDGET FOR THE PURCHASE OF MATERIALS AND MEMORIAL SIGNAGE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Parks and Beautification Department has received a request from Billie Bilbrey to plant a red maple tree in Washington Park in memory of her son, Jaxon Bilbrey; and

WHEREAS, Ms. Bilbrey intends to donate the tree to Macon-Bibb County for planting and has requested Macon-Bibb County install a small plaque beside the tree that reads as follows:

In Loving Memory of Jaxon Danny Bilbrey
December 10, 1999 - September 1, 2024

; and

WHEREAS, the Macon-Bibb County Commission desires to accept such tree and authorize the planting of such tree in Washington Park in memory of Jaxon Bilbrey, who was killed in a hit and run in September 2024; and

WHEREAS, according to Ms. Bilbrey, Jaxon was a special soul who enjoyed walking throughout the community and who will be greatly missed by his family; and

WHEREAS, in order to for the Parks and Beautification Department to purchase materials to install a small plaque in memory of Jaxon Bilbrey beside the red maple tree, a supplemental

appropriation of up to \$500.00 from General Fund – Fund Balance to the Parks and Beautification Department budget is necessary; 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 authorize the acceptance of and approve the installation of a maple tree in memory of Jaxon Bilbrey at Washington Park.

Section 2.

The Macon-Bibb County Commission does hereby approve and authorize a supplemental appropriation of up to \$500.00 from General Fund – Fund Balance to the Parks and Beautification Department budget for FY 25, for the purpose of providing funds for the purchase of materials and other costs associated with the installation of a small plaque 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 the Commission



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE ACCEPTANCE OF PARK IMPROVEMENTS AT LYNMORE ESTATES PARK TO BE DONATED AND INSTALLED BY MACON AREA HABITAT FOR HUMANITY IN PARTNERSHIP WITH CITIZENS OF GEORGIA POWER; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, in partnership with Citizens of Georgia Power, Macon Area Habitat for Humanity is proposing to make improvements to Lynmore Estates Park, located at the corner of Mead Road and San Carlos Drive; and

WHEREAS, the improvements will be donated to Macon-Bibb County and installed at the park; and

WHEREAS, a copy of the proposed improvements is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Macon-Bibb County Commission desires accept the donation of park improvements at Lynmore Estates Park to be provided by Macon Area Habitat for Humanity in partnership with Citizens of Georgia Power; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission hereby accepts the donation of park improvements at Lynmore Estates Park from Macon Area Habitat for Humanity in partnership with Citizens of Georgia Power.

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 Macon Area Habitat for Humanity to install the improvements 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 Park Improvements At Lynmore Estates Park 10-30-24.Docx

EXHIBIT A



Lynmore Estates Park Proposal

Background Information -

We are so grateful to the Citizens of Georgia Power for considering this proposal for improvements to the Lynmore Estates Park. The property for the Lynmore Estates Park was donated to the City of Macon by the Crown Candy Company. The park is located on the corner of Mead Road and San Carlos, between the Lynmore Estates neighborhood and the Crown Candy Company.

Lynmore Estates is a 10-street, geographically defined neighborhood that was developed to house families working at a nearby munitions plant during World War II. Overtime the neighborhood fell into disrepair. In 2005, Macon Area Habitat for Humanity built our first house in the neighborhood and began our revitalization efforts. Since then, we have completed the construction of 70 new homes which replaced delapidated and blighted structures and moved the neighborhood from a 23% homeownership rate to over 60% owner occupied housing. We have also completed home repairs for existing homes and introduced neighborhood activities like clean-ups, back-to-school bashes and many more. Part of our early work in the neighborhood was to support the residents' development of a comprehensive neighborhood plan to guide ongoing revitalization efforts.

Over the years, with input from the residents of Lynmore Estates, the park has developed from a green space to a place where families meet to play, exercise and spend time outdoors. The park currently has a small playground, walking trail, basketball court and parking area. The walking trail, additional shade trees and parking area were added because of request from neighborhood residents in the 2016 Lynmore Estates Neighborhood Plan.

While many of the goals for the park outlined in the 2016 Lynmore Estates Neighborhood Plan have been achieved, there was one specific request from the youth of the neighborhood that has not been accomplished and we hope that with the help of the Citizens of Georgia Power we can check that goal off the list this fall. The youth of the neighborhood requested to have a fence installed around the existing basketball court. This fence would keep their basketballs from bouncing away during the games and prevent them from rolling into the street. This ask from the youth almost 10 years has still not been fulfilled and is the inspiration behind our request to the Citizens of Georgia Power.

The youth of Lynmore Estates are a special group of kids. Many of the teens who put in this request in the neighborhood plan back in 2016 have now grown up, attended college, joined the military and have entered the workforce. While they lived in the neighborhood, they spent much of their time serving their community through neighborhood clean ups, repairing homes, but also playing basketball in the Lynmore Estates Park. Even as we worked with Macon-Bibb Parks and Recreation to put this proposal together, one of their staff members helping with the project grew up playing basketball in the park and was thrilled to know that the request for a fence may be fulfilled.

There is now a new group of youth in the neighborhood that will be able to benefit from the work put almost a decade ago. Thank you for the opportunity to show our youth that, while it sometimes takes a little while, that their voices are important, are heard and can lead to change.

Project –

With the inspiration from the original request for a fence around the basketball court, we would like to propose the following improvements to the Lynmore Estates Park.

- Install a fence around the basketball court.
 - The fence will be installed by a local contractor.
- Spread fresh mulch on the playground area of the park and install new borders and ADA ramp.
 - New mulch will be purchased and delivered to the playground intime for volunteers from Citizens of Georgia power to help spread the mulch during the workday. Volunteers will also help replace old borders around the playground and install an ADA compliant ramp.
- Install a new park sign.
 - A new sign will be purchased from a local vendor and installed at the park.
- Add additional seating around the park including benches and picnic tables.
 - New seating and picnic tables will be purchased to comply with local parks and recreation guidelines. Volunteers will assemble and install them on the Citizens of Georgia Power works day.
- Hosts a workday for Citizens of Georgia Power volunteers to help with the work on the park.
 - We look forward to hosting a workday in the fall of 2024 for Citizens of Georgia Power to help with the completion of the renovations outlined above. We anticipate needing 25-30 volunteers for 4 hours to complete the work.
- Welcome residents to visit the upgraded park with snow cones and basketball giveaways
 - At the completion of the Citizens of Georgia Power workday we will invite the residents of Lynmore Estates to join us in the park for a celebration. We will have new basketballs for the youth and snow cones for everyone to enjoy in the park.

Project Budget –

Fence around the basketball court	\$9,100.00
Mulch for the playground	\$2,600.00
New borders and ramp for the playground	\$3,450.00
New sign for the park	\$650.00
Benches (2)	\$1,516.00
Picnic Table (1)	\$1,732.00
Basketballs (36)	\$251.97
Snow Cones and other miscellaneous expenses	\$700.03
Total	\$20,000.00

Current Pictures of the Park –





LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND THE ORGANIZATIONAL CHART OF THE SOLICITOR-GENERAL’S OFFICE, AS DETAILED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 18, 2024, the Macon-Bibb County Commission (the “Commission”) did by Ordinance No. O-24-0033 adopt the FY 2025 Budget, said ordinance having become effective on July 1, 2024; and

WHEREAS, since such time, workloads have changed in the Office of the Solicitor-General, such that the office would be well-served by adding an additional Assistant Solicitor position, and updating its organizational chart to reflect the same; and

WHEREAS, the updated organizational chart for the Solicitor-General’s Office is attached hereto at Exhibit A, and incorporated herein by reference; and

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.

The organizational chart for the Solicitor-General’s Office is hereby amended by adding one new Assistant Solicitor position, such that the organizational chart shall become as shown in Exhibit A, attached hereto, and incorporated herein by reference.

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, Solicitor-General, 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.

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

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

(SEAL)

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Chart 11-1-24.Docx*

EXHIBIT A

