Board of County Commissioners
Pre-Commission Meeting

January 28, 2025 | 4:00 PM
City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Stanley Stewart
Commissioner Joey Hulett
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

1. **Call to Order**
   Mayor Lester M. Miller

2. **Approval of Minutes**
   a. Approval of minutes from the January 7, 2025 meeting (Sponsored by:)

3. **Alcohol Beverage Licenses**
   a. Tienda Bernabe # 4 LLC DBA 4221 Mercer University Dr., Ste 3, Macon, Georgia 31204
   After review, legal recommends denial for failed distance requirements for the sale of alcohol packaged to go. Specifically, the business has applied to sell beer and wine packaged to go from a store only 63 feet from a church and church grounds. The legacy provision of MBC 4-122(c) is not applicable at this business location. (Sponsored by: Lester M. Miller, Mayor)
   b. Macon C Store LLC dba Macon C Store located at 1471 Rocky Creek Rd., Macon, Georgia 31206
   Recommends denial - vice mart (Sponsored by: Lester M. Miller, Mayor)
   c. 777 Vineville Food Mart dba Mobile Food Mart located at 3224 Vineville Ave., Macon, Georgia 31204
   Recommends approval. Code Enforcement completed another inspection. Business was open with working gas pumps. (Sponsored by: Lester M. Miller, Mayor)

d. Topline Partners LLC dba Topline Spirits located at 3714 Eisenhower Pkwy., Macon, Georgia 31206
Recommends approval. Liquor store change of ownership. Corner of Eisenhower and Bloomfield (Sponsored by: Lester M. Miller, Mayor)

e. Citgo 1681 LLC dba Citgo Food Mart located at 1681 Rocky Creek Rd., Macon, Georgia 31206
Recommends approval. Gas station. (Sponsored by: Lester M. Miller, Mayor)

f. 1212 Eisenhower Food Mart LLC dba Texaco Food Mart located at 1212 Eisenhower Pkwy, Macon, Georgia 31206
Recommends approval. Gas station. Change of ownership. (Sponsored by: Lester M. Miller, Mayor)

g. OSLSN LLC dba G Food Mart located at 3598 Williamson Rd., Macon, Georgia 31206
Recommends approval. Gas Station. Change of Ownership. (Sponsored by: Lester M. Miller, Mayor)

4. Appropriations and Transfers

a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Engineering Departmental Budget, From The Professional Services Line Item To The Contract Labor Line Item, In The Amount Of $250,000.00 For The Purpose Of Funding Roadwork Contracts (Sponsored by: Lester M. Miller, Mayor)

b. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To $10,624,314.00 From 2018 SPLOST Proceeds To Be Allocated To Authorized Projects As Specified Herein; (Sponsored by: Lester M. Miller, Mayor)

c. An Ordinance Of The Macon-Bibb County Commission To Authorize The Acceptance Of And Approve The Installation Of A Bench In Memory Of Jim, Brax, And Tate Bragg In Coleman Hill 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)

d. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance To The Airport Fund – Airport-Middle Ga Regional – Building & Building Improvements Line, In The Amount Of $110,000.00, To Purchase Lumber; (Sponsored by: Lester M. Miller, Mayor)

5. Contracts and Purchase Orders for Approval

a. A Resolution Of The Macon-Bibb County Commission Expressing The Intent Of Macon-Bibb County To Be Reimbursed For Certain Expenses Relating To Certain Capital Improvements, (Sponsored by:)

b. A Resolution Of The Macon-Bibb County Commission To Approve Two Change Orders, Both In The Amount Of $10,000.00 Each, To The Purchase Orders To

Civic Partners, To Be Paid From Grant Funds, For Services Rendered To The District Attorney's Office For The R.I.S.E. Initiative (Sponsored by: Lester M. Miller, Mayor)

c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor, As Well As The Macon-Bibb Defined Contribution And Deferred Compensation Plan Administrative Board To Execute An Agreement With Nationwide Retirement Solutions, Inc., To Provide Recordkeeping And Administration Services For The Macon-Bibb County 457(B) Deferred Compensation And 401(A) Defined Contribution Plans, To Be Compensated In An Amount Not To Exceed To The Total Of $98.00 Per Plan Participant And 0.12% Of The Plan Assets Per Year, With Costs To Be Divided Between The Plans And Paid From The Plan Assets On A Prorated Basis, Based On Plan Membership (Sponsored by: Lester M. Miller, Mayor)

6. Community Development Block Grants

a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Big Brothers Big Sisters Of The Heart Of Ga, Inc. Granting A Community Development Block Grant, In The Amount Of $53,077.00, To Provide Mentoring Services To At-Risk Youth (Sponsored by: Lester M. Miller, Mayor)

b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Family Advancement Ministries, Inc. Granting A Community Development Block Grant, In The Amount Of $10,140.00, To Provide Car Seats To Families With Young Children; (Sponsored by: Lester M. Miller, Mayor)

c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Crisis Line & Safe House Of Central Georgia, Inc. Granting A Community Development Block Grant, In The Amount Of $49,887.00, To Provide Shelter Services To Individuals And Families Involved In Domestic Violence Situations; (Sponsored by: Lester M. Miller, Mayor)

d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Family Counseling Center Of Central Georgia, Inc. Granting A Community Development Block Grant, In The Amount Of $43,200.00, To Provide Counseling And Therapeutic Programs For Low Income Families Dealing With Complex Issues; (Sponsored by: Lester M. Miller, Mayor)

e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Homefirst Housing Resource Services, Inc. Granting A Community Development Block Grant, In The Amount Of $84,700.00, To Provide Home Ownership Counseling, Foreclosure Counseling, And Homebuyer Education (Sponsored by:)

f. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Mother's Nest, Inc. Granting A Community Development Block Grant, In The Amount Of $20,394.00, To Provide Assistance To New And Expecting Mothers (Sponsored by:)

g. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With The Mentors Project Of Bibb County, Inc. Granting A Community Development Block Grant, In The Amount Of $12,400.00, To Provide Assistance To Students And Families In The Mentors Project To Include The Provision Of Rent, Utilities, Gas, And Food Assistance, And Other Necessities; (Sponsored by: Lester M. Miller, Mayor)

7. Grants

a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A 2025 Georgia County Internship Program ("GCIP") Grant From The ACCG Civic Affairs Foundation, In The Amount Of $5,819.00, With A Local Match Of Up To $4,800.00 To Be Paid From The County Attorney's Office Budget, For The Macon-Bibb County Attorney's Office Intern Program; (Sponsored by:)

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 Countyor any officer or employee or in which the county or any officer or employee may be directly involved as provided inO.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
January 7, 2025 – 5:00 PM
City Hall
(Commission Chamber)

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on January 7, 2025 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 Joey Hulett
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

STAFF PRESENT
Duke Groover, Interim County Attorney
Janice Ross, Clerk of Commission
Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Michael McNeill, Chief Sr. Asst Co. Attorney
Sara Davis, Sr. Asst. Co. Attorney
Andreanna Beavers, Asst. Co. Attorney
Chris Floore, Communications
Olivia Waters, Communications
Edna Adams, Communications
David Davis, Sheriff, Bibb County
Charise Merriwether, Director, Small Business

1. Call to Order
Mayor Lester M. Miller

2. Approval of Minutes

a. Approval of minutes from the December 16, 2024 Special Called Meeting (Sponsored by:)

On motion of Commissioner Wynn, seconded by Commissioner Howell and carried unanimously, the minutes of December 16, 2024 were approved..

3. New Alcohol Beverage Licenses

a. Final Alcohol License Denial for Central Pantry LLC dba King Food Mart located at 635 Womack Street, Macon, GA
(Sponsored by:)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Stewart and carried unanimously, the Final Alcohol License Denial for Central Pantry LLC dba King Food Mart located at 635 Womack Street, Macon, GA was approved.

4. Appointments to Authorities, Boards and Committees

a. A Resolution Of The Macon-Bibb County Commission Reappointing Tim Jones To The Macon-Bibb County Planning And Zoning Commission (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Howell and carried unanimously, the Resolution Of The Macon-Bibb County Commission Reappointing Tim Jones To The Macon-Bibb County Planning And Zoning Commission was approved.

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b. A Resolution Of The Macon-Bibb County Commission Reappointing Commissioner Raymond Wilder To Serve As A Member Of The Retirement Committee For The Macon Pensions And Retirement Systems, Division A Plan (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Reappointing Commissioner Raymond Wilder To Serve As A Member Of The Retirement Committee For The Macon Pensions And Retirement Systems, Division A Plan was approved.

5. Contracts and Purchase Orders for Approval

a. A Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of $190,000.00, To The Lake Tobesofkee Campground Renovations Agreement With Warren Associates, Inc., To Provide For New Campground Tables And Chairs (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wilder, seconded by Mayor Pro Tem Clark and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of $190,000.00, To The Lake Tobesofkee Campground Renovations Agreement With Warren Associates, Inc., To Provide For New Campground Tables And Chairs was approved.

b. A Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of $50,000.00, To The Purchase Order For Mead Road Transfer Station To Pay For Tipping/Dumping Fees (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wilder, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of $50,000.00, To The Purchase Order For Mead Road Transfer Station To Pay For Tipping/Dumping Fees was approved.

c. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Mcleroy, Inc., For Asphalt Paving & Resurfacing Services, In The Amount Of $1,782,616.10, To Be Paid From LMIG/GDOT Grant Funds And 2018 SPLOST Funds (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Mcleroy, Inc., For Asphalt Paving & Resurfacing Services, In The Amount Of $1,782,616.10, To Be Paid From LMIG/GDOT Grant Funds And 2018 SPLOST Funds was approved.

d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Lease Agreement With The Macon Transit Authority For The Lease Of 6,967 Square Feet Of Office Space In The Terminal Station At An Annual Rate Of $107,326.68, With A 2.54% Increase In 2026, For A Term Expiring April 30, 2026, To Be Paid From The Information Technology, Rentals – Land & Building Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Stewart, seconded by Commissioner Bronson and carried unanimously, the A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Lease Agreement With The Macon Transit Authority For The Lease Of 6,967 Square Feet Of Office Space In The Terminal Station At An Annual Rate Of $107,326.68, With A 2.54% Increase In 2026, For A Term Expiring April 30, 2026, To Be Paid From The Information Technology, Rentals – Land & Building Line Item was approved.

6. Appropriations and Transfers

a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Tag Grant Budget, In The Amount Of $95,105.00, From The Fed Grant Line Item To The Contract Labor Line Item; To Approve A Change Order, In The Amount Of $95,105.00, To The Southeastern Growers Inc. Purchase Order To Purchase Additional Plants And Supplies (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner

Bronson and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Tag Grant Budget, In The Amount Of $95,105.00, From The Fed Grant Line Item To The Contract Labor Line Item; To Approve A Change Order, In The Amount Of $95,105.00, To The Southeastern Growers Inc. Purchase Order To Purchase Additional Plants And Supplies was approved.

b. An Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Risk Management Budget, From The Workers Compensation Fund, Claims - Medical Line To The Risk Management Budget Insurance Liability Line, In The Amount Of $300,000.00; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bailey, seconded by Commissioner Wynn and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Risk Management Budget, From The Workers Compensation Fund, Claims - Medical Line To The Risk Management Budget Insurance Liability Line, In The Amount Of $300,000.00 was approved..

c. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance To Transfers To Capital Improvements, In A Total Amount Of $2,000,000.00 To Provide For The Purchase And Equipping Of Vehicles For The Bibb County Sheriff's Office (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Stewart, seconded by Commissioner Bailey and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation From General Fund – Fund Balance To Transfers To Capital Improvements, In A Total Amount Of $2,000,000.00 To Provide For The Purchase And Equipping Of Vehicles For The Bibb County Sheriff's Office was approved.

7. Grants

a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Rebuilding Macon, Inc., Granting A Community Development Block Grant, In The Amount Of $141,000.00, To Provide Minor Home Repairs To Homes Of Low-Income Homeowners (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Rebuilding Macon, Inc., Granting A Community Development Block Grant, In The Amount Of $141,000.00, To Provide

Minor Home Repairs To Homes Of Low-Income Homeowners was approved.

b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Rebuilding Macon, Inc., Granting A Community Development Block Grant, In The Amount Of $60,000.00, To Provide For The Rebuiling Macon Volunteer Youth Program (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Rebuilding Macon, Inc., Granting A Community Development Block Grant, In The Amount Of $60,000.00, To Provide For The Rebuilding Macon Volunteer Youth Program was approved.

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

a. A Resolution Of The Macon-Bibb County Commission Requesting The Local Legislative Delegation Introduce Legislation To Amend Section 10(E) Of The Macon-Bibb County Charter So As To Provide For Equal Term Limitations For All Members Of The Governing Authority Of Macon-Bibb County (Sponsored by: Seth Clark, Mayor Pro Tem)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Howell and by a vote of 6 to 3 with Mayor Pro Tem Clark Commissioner Wynn, Commissioner Wilder, Commissioner Howell, Commissioner Bailey, Commissioner Hulett casting the affirmative votes and Commissioners Bronson, Commissioner Stewart and Commissioner Bryant casting the dissenting vote, the Resolution requesting the local legislative delegation introduce legislation to amend Section 10(E) of the Macon-Bibb County Charter so as to provide for equal term limitations for all members of the governing authority of Macon-Bibb County was approved.

9. Executive Session

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

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Janice S. Ross
Clerk of the Commission

Georgia Department of Revenue

Department of Revenue Alcohol License Application

DOR Alcohol License Application

ADDED TO THE JANUARY 21, 2025 PRE-COMMISSION AGENDA

Business Information

Business Name: TIENDA BERNABE #4 LLC
DBA Name: TIENDA BERNABE #4
Business Type: LLC

Address Information

Location Address: 4221 MERCER UNIVERSITY DR STE 3 MACON GA 31204-4893

Alcohol License Information

License Type: Retail
Start Date: 08-12-2024
Beer: Yes
Wine: Yes
Liquor: No
Airline or Railway Carrier: No
Local Jurisdiction Type: County
Local Jurisdiction: BIBB
Arrest History: No

Local License / Fees	Fee Amount
Malt Packaged to Go	$800.00
Wine Packaged to Go	$700.00
	$1,500.00

Licensee Information

Licensee Type: Business
Licensee Name: TOMAS JACINTO, ROSA

Additional Information

Primary NAICS: 445110

Officers	Officer or Responsible Party
TOMAS JACINTO, ROSA M	Both
TOMAS JACINTO, ROSA M.	Both

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

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

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

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

$ 1500— Alcohol License Fees + $400 Application Fee = Total $ $1900—

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.08/2023

Select One: X New Business _____Change of location _____Change of Business

BUSINESS

Federal Tax ID #: 99-1393479 State Tax ID #: 20295385708

Business Name: TIENDA BERNABE #4 LLC Corporate and Trade Name: TIENDA BERNABE #4

Local Business Address: 4221 MERCER UNIV. DR, suite 3 MACON GA 31204
(P.O. Box Not Allowed) City State Zip

Mailing Address: 4221 Mercer Univ. Dr, Ste 3, MACON GA 31204-4893
(City State Zip)

Local Business Phone #: (478 • 722 • 9654 Email Address: james@passkeyvirtual.com

Contact Person: James Hamp Contact Phone #: (478 228 4600

AGENT

Agent's Name: Rosa Margarita Tomas Jacinto Agent's Title: SOLE OWNER/organizer

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

Home Address: 4941 Log Cabin Dr City: MACON State: GA Zip: 31204

Home Phone #: 478 - 722-9654 Email: jacintobernabe2000@gmail.com

Mailing Address: 4221 Mercer Univ Dr #3 City: MACON State: GA Zip: 31204-4893

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name:_____ Title: _____

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

Home Phone #:_____ Email: _____

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

Rev. 08/23

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

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):	ROSA M. TOMAS JACINTO		
Home Address:	4941 LogCabin DR MACON GA 31204		
Sex	**Race**	**Date of Birth**	**Social Security Number**
F	H	[redacted]	

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

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

Signature _____ Date 11/5/2024

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

Date of Inquiry:_____Time of Inquiry:_____Operator's Initials: _____

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Rev. 9/2020

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

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

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

1) _____ I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**

2) X 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: TIENDE BERNABE #4 LLC

Printed Name of Applicant: Rosa Margarita Tomas Jacinto

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 29 DAY OF JUNE, 2024

_____
NOTARY PUBLIC

Allison For ale
NOTAR C
Bibb Count GI
My Commission E 02/

_____
MY COMMISSION EXPIRES

Allison Forchue Morales
NOTARY PUBLIC
Bibb County, GEORGIA
My Commission Expires 02/10/2026

Applicant Status: Lawful Permanent Resident - Employment Authorized

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

SAVE Response Details

Case Verification Number
0024310194831RS

Class of Admission (COA) Code
SL6

Country of Birth
GTM - GUATEMALA

Date Admitted To
INDEFINITE

Agency Submitted Details

Full Name
Rosa M Tomas Jacinto

[redacted]

Initiated On
11/05/2024

Initiated By
JREN0851

Point of Contact Name
Jennifer Renfroe

Point of Contact Phone Number
(478) 310-3576

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

MEASUREMENT FORM

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

APPLICANT: **ROSA MARGARITA TOMAS JACINTO**

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

BUSINESS LOCATION: **4221 MERCER UNIVERSITY DR.**

BUSINESS NAME: **TIENDA BERNABE #4 LLC**

To Be Completed by County Engineer

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

__Comply X Does not Comply

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

_____ Comply _____ Not Applicable __X___Unknown

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

_____ Comply ____Complies , but does not comply with other restrictions

__X___Not Applicable

By: _____
John W. Hayes, Macon-Bibb County Engineer

Date: 9/16/24

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

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.
OR
Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

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

(Revised 8-23-2023) PJH

Tienda Bernabe #4 LLC
#4221 Mercer University Drive

4,350' — SCHOOL GROUND property line
Veterans Elementary

4,500' — SCHOOL BUILDING
Veterans Elementary

5,750' — COLLEGE CAMPUS property line
Central Georgia Technical College

14,200' — ALCOHOLIC TREATMENT CENTER building
River Edge - Fulton Mill Road

4,600' — PUBLIC LIBRARY or BRANCH building
Macon - Mall Branch

8,200' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Anthony Homes

68' — CHURCH (building)
New Life Christian Church

68' — CHURCH GROUNDS
New Life Christian Church

13,350' — M-B COUNTY RECREATION CENTER property
Frank Johnson Recreation Center

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')
Applicant self-identifies as a: "Specialty Store"

Refer to Attorneys Office
Paul J. Hornowski
September 13, 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
144312	605852	Print Legal Ad-IPL02011830 - IPL0201183		$46.36	1	28 L

Attention: James Hamp

James Hamp
3875 Mercer University Dr
Macon, GA 31204

jrhampx5@yahoo.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer, Wine/ Packaged to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the November 3, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Tienda Bernabe #4 LLC, 4221 Mercer University Dr Suite 3 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 October 27, 2024. Rosa Margarita Tomas Jacinto, Applicant
IPL0201183
Oct 27,Nov 3 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:
10/27/24, 11/03/24

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 Fernandez

Sworn to and subscribed before me this 4th day of November in the year of 2024

Margaret K. Wilson

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

MARGARET KATHLEEN WILSON
My Notary ID # 134916732
Expires May 24, 2028

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

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MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2023-2971	**PERMIT TYPE:** Permitted Use	**DATE OF ISSUE:** 12/27/2023
ISSUED TO NAME:	Rosa Margarita Tomas Jacinto Bernabe #4	
PROPERTY OWNER'S NAME:	DSHANKER LLC	
PROPOSED USE:	New Business Application C-Store with Alcohol PTG	
ADDRESS OF PROPOSED USE:	4221 MERCER UNIVERSITY DR Aka 4221 MERCER JCT DR suite 3	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	M081-0157	**ZONING DISTRICT:** C-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

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

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 12/27/2024

APPROVED BY: Thomas Neaves

NOTICE

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

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

Control Number : 24034963

STATE OF GEORGIA

Secretary of State

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

CERTIFICATE OF ORGANIZATION

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

TIENDA BERNABE #4 LLC
a **Domestic Limited Liability Company**

has been duly organized under the laws of the State of Georgia on **02/05/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **02/20/2024**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 2/5/2024 2:58:57 PM

BUSINESS INFORMATION

CONTROL NUMBER	24034963
BUSINESS NAME	TIENDA BERNABE #4 LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	02/05/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS	4221 MERCER UNIVERSITY DRIVE SUITE 3, MACON, GA, 31204, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
MARIBEL ACEVEDO	4708 High OAK DRIVE, Macon, GA, 31210, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
ROSA MARGARITA TOMAS JACINTO	ORGANIZER	4941 LOG CABIN DRIVE, MACON, GA, 31204, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	ROSA MARGARITA TOMAS JACINTO
AUTHORIZER TITLE	Organizer

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

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: TIENDA BERNABE #4 Name of Corporation: TIENDA BERNABE #4 LLC

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

Individual:

Name and Title: ROSA Margarita Tomas Jacinto Telephone Number: (478) 722-9654

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

Residential Street Address: 4941 Log CABIN Dr, MACON GA 31204

Mailing Address: 4221 Mercer Univ. Dr #3, MACON GA 31204-4893

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: _____

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: ROSA MARGARITA Last Name: TOMAS JACINTO

Home Address: 4941 LOG CABIN DR City: MACON State: GA Zip: 31204

Home Phone #: 478-722-9654 Email: jacintobernabe2000@gmail.com

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

Mailing Address: 4221 Mercer Univ. Dr #3 City: MACON State: GA Zip: 31204

- ☒ **A certificate showing completion of an Alcohol Handler's training course taken within the last three years.**
- ☒ **An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.**
- ☒ **Current color photograph of applicant**
- ☒ **$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner**

CERTIFICATION

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

Applicant's Signature Date 6/29/24

I hereby certify that Rosa M. Tomas Jacinto 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 29 day of JUNE, 2024

NOTARY PUBLIC

Allison Forchue Morales
NOTARY PUBLIC
Bibb County, GEORGIA
My Commission Expires 02/10/2026

MY COMMISSION EXPIRES

Rev. 7/2021

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Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

ROSA MARGARITA TOMAS

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-01-16

Serial No.

cert_kg4mrjht

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

Rosa M Tomas Jacinto

AH001417

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

Dshanker LLC
Property Management

1090 B Eisenhower Parkway
Macon GA 31206

478-714-5233 * 478-335-2290 * 478-321- 8459
Email: vinodrenu97@yahoo.com

COMMERCIAL LEASE

THIS AGREEMENT made and entered as of the 11th day of December, 2023, by and between **Dshanker LLC**, Party of the First Part, hereinafter called "Landlord" and , Party of the Second Part, hereinafter called "Tenant"; ROSA M TOMAS JACINTO.

WITNESSETH:

1. PREMISES

The Landlord hereby leases to the Tenant the following described Premises:

Approximately 1,750 square feet of retail space taken
from a building being constructed on that parcel of land described in
Deed Book 475, Page 252, Bibb County Clerk's Office, Bibb Superior Court,
Macon, Bibb County, Georgia;

and being commonly known as
4221 Mercer University Drive.
Suite 3.
Macon. Georgia. 31204

2. LEASE TERM

The Premises are leased for a term of one (2) years, to commence on the 1st day of January, 2024 and to end on the 31th day of December, 2025, at midnight.
Optional for 2nd term terms.

3. USE

Said Premises shall be used and occupied only for the purpose of Store.
No Internet Café, Or any kind of Gamming.

4. RENTAL PRICE

Tenant agrees and contracts to pay to the Landlord promptly on the first day of the rental month in advance during the

1st term 9th day of December 2023 and to end on the 31th day of December, 2025 Rent $1,850.00 includes Trash services, And Water

Initial. VP , RJ

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maintained.

Optional for 2nd term rent $1,900.00

Total Due 1st day of each Month.

Thirty day late will terminate lease after that will be month to month and $100 extra.

5. BREACH OF CONTRACT

IN THE EVENT THAT THE TENANT (TIME BEING OF THE ESSENCE OF THIS AGREEMENT) SHOULD FAIL TO PAY ANY SUM OF MONEY WHICH MAY BE DUE HEREUNDER WITHIN TEN DAYS AFTER SAME IS DUE, OR SHOULD FAIL TO COMPLY WITH ANY OF THE OTHER TERMS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED, THE LANDLORD SHALL HAVE THE RIGHT, AFTER GIVING FIVE (5) DAYS WRITTEN NOTICE TO TENANT AND WITHOUT LEGAL PROCESS, TO DECLARE THIS LEASE TO BE AT AN END, EXCEPT FOR THE PURPOSE OF ENFORCING THE ACCRUED RIGHTS HEREUNDER, AND LANDLORD MAY FORTHWITH ENTER UPON SAID PREMISES AND FORCIBLY OR OTHERWISE REMOVE ALL PERSONS AND THINGS THEREFROM AND REPOSSESS THE SAME, ALL NOTICES OR LEGAL PROCESS PROVIDED BY LAW FOR THE TERMS OF TENANCY OR POSSESSION BEING HEREBY EXPRESSLY WAIVED.

6. AGENT FOR SERVICE

If the Landlord, however, in the event of default by the Tenant, should deem it proper to bring dispossessory warrant or other legal proceedings for securing possession of the rented premises, the Tenant hereby expressly designates and appoints, if Tenant is a natural person, any member of Tenant's family, or if Tenant is a partnership, corporation or other legal entity, any employee or representative of Tenant, as agent and attorney in fact upon whom service of any notice, warrant or proceedings brought by the Landlord to secure possession may be made.

7. LANDLORD'S RIGHT TO SUBLET

Landlord shall have the option upon a breach of this contract to card the premises for rent and sublet the premises at the best price obtainable by reasonable effort under private negotiations and charge the balance, if any, between the said price of subletting and the contract price to the Tenant and Tenant shall be bound therefore. Such subletting on the part of the Landlord shall not in any way be a breach of the contract on the part of the Landlord but will be merely as agent for Tenant and to minimize the damages. It is understood that the Landlord is not required, however, to let the same for any other purpose than that specified herein.

Initial. _____, _____

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Acceptance of keys by Landlord or his agent, to the space or premises herein leased shall not relieve the Tenant of any obligation under this contract.

8. CUMULATIVE

The rights of the Landlord herein given are cumulative and not restrictive of other rights
under the law and any failure on the part of the Landlord to exercise any of the privileges herein given or to take advantage of any default on the part of the Tenant shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or lessen the rights of the Landlord to insist upon the provisions thereof.

9. INSPECTION

Landlord shall have the right to enter said premises at reasonable hours to examine the same and show the same to others, to make repairs and alterations as may be deemed necessary even though the premises be vacant and to improve Landlord's adjoining property, if any. Landlord shall have the right to card said premises for rent at any time within sixty (60) days prior to termination of this agreement and may at any time card said premises for sale.

10. NON-ASSIGNMENT

This lease shall not be assigned by the Tenant nor shall the Tenant sublet the premises or any part thereof without the written consent of the Landlord. This provision shall not be waived except in writing and in the event these premises are subleased by the written consent of the Landlord, such subtenant or assignee shall become liable directly to the Landlord hereunder to the same extent as to all things herein mentioned as Tenant is liable, without relieving any liability of the Tenant.

11. REPAIRS

Tenant agrees that the leased premises are in satisfactory condition for the purposes herein contemplated and same are accepted without warranty or representation on the part of the Landlord and the Landlord is not to make any repairs or improvements of any sort whatsoever upon said premises during the term of this contract including to the roof unless otherwise stipulated in writing in this lease, and the Tenant is to be responsible for all damages to said premises or to the property of Landlord's other Tenants in said building caused by overflow or breakage of water works in said premises during this lease due directly or indirectly to the Tenant's negligence, or any person or persons in the employ or in the control of the Tenant.

Initial. _____ . RS

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Following repairs done by tenant at all time the current lease term Glass, Window, Door, Tile, Plumbing, Sign, AC, Electrics, Locks, Ceiling Tile, Parking damage, Any time breaking, Keep the Outside Area Clean, or normal repair has to done by Tenants.

12. COVENANTS OF TENANT

And the Tenant further agrees:

(a) To keep in good order and repair the Premises including all machinery, heating apparatus, and other machinery that may be a part of the leased premises.

(b) To hold the Landlord harmless against injury or damage to persons or property of Tenant, his agents, or employees, or of the public or any other person because of defects in the condition of said premises, be the same structural or otherwise.

(c) To deliver the premises at the expiration of this lease in as good order and repair as when received, natural wear and tear, accepted.

(d) To make no structural changes in the premises without the written consent of the Landlord. Do not put any merchandise outside the Door.

(e) To pay 15% (fifteen percent) as attorney's fees on any part of any monies which may be due hereunder and which may be collected by suit or by an attorney after the same shall become due.

(f) To pay all electric, or other utility expenses for said premises. If Tenant does not pay the same, the Landlord is authorized but not required, to pay the same and add the same to the rental to be collected hereunder. Landlord will pay the water service and garbage pickup.

(g) Not to leave premises herein leased unoccupied nor otherwise to permit any act which would vitiate the fire insurance upon said property and to comply with all rules, orders, ordinances and regulations of the State of Georgia and the city and/or county wherein the premises is located and all their departments.

(h) That nothing herein contained shall be construed to confer upon the Tenant any easement to light and air or otherwise from and over the other property of the Landlord, unless herein specifically provided.

(i) No signs shall be placed upon the exterior walls or roof of the Premises except with the prior written consent of the Landlord. Any such signs must comply with all applicable rules, regulations and laws.

(j) As against this instrument or any renewal thereof, Tenant does hereby waive all rights to the benefit of homestead or exemption laws and in consideration of the premises, conveys and assigns to the Landlord a sufficient amount of said

Initial. G, RJ

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homestead or exemption as may be allowed in the event of bankruptcy to pay the total amount of rent which may be due with all costs of collection and hereby directs the Trustees in Bankruptcy to deliver to the Landlord a sufficient amount of property or money claimed as exemption to pay off any indebtedness.

(k) That the premises are leased for the whole term originally specified and the provisions for the payment of rent in installments is for the benefit of the Tenant, and should any installment become due and remain unpaid for ten days, then at the option of the Landlord after giving five (5) days written notice to Tenant, the rent for the entire term then remaining shall become due and payable.

13. FAILURE TO GIVE POSSESSION

Tenant agrees that in the event the Landlord is prevented by law or from cause beyond the Landlord's control from giving possession for any or all of the period of time covered by this contract, then the Tenant shall not be responsible for damages of any kind resulting from failure to give possession but the agreed rental shall abate during the time said Tenant is out of possession.

14. BANKRUPTCY

In the event of bankruptcy or state insolvency proceedings shall be filed against the Tenant in the State or Federal Courts, the Landlord shall have the option to immediately declare this lease null and void and at once resume possession of the property. No Receiver, Trustee, or other judicial officer shall have any right, title or interest in or to the above-described property by virtue of this contract.

15. FIRE

It is understood and agreed by the parties hereto that if said described property shall be totally destroyed by fire, storm, earthquake, or other casualty not caused by negligence of the Tenant, during the term of this lease, the rent to be paid by the Tenant shall cease as of the date of such destruction, but if said property shall only be damaged by fire, storm, earthquake or other casualty and shall not become wholly untenantable, then the lease is not to be cancelled provided repairs can be made within thirty days and the rent shall cease during the time said property is untenantable.

16. ENTIRE AGREEMENT HEREIN

This contract contains the entire agreement between the parties and no representations, warranties or promises not contained herein shall be binding upon the parties hereto.

17. PARTIES ALSO COVERED

The word Landlord as used in this agreement shall include the heirs,

Initial. _____, RJ

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executors, administrators and assigns of the Landlord and the word Tenant, as used herein, shall include the heirs, executors, administrators and assigns (if assignment hereof is permitted) of the Tenant.

18. TAXES

Landlord shall pay all real estate taxes on the Premises. Tenant shall pay all taxes on its inventory, business, fixtures and equipment.

19. NOTICES

(a) Any notice, election or other communication required or permitted under this agreement shall be in writing and shall be sent by certified or registered United States mail, return receipt requested, postage and charges prepaid, to the following addresses:

Landlord: **Dshanker LLC**
1090 Eisenhower Parkway, Macon, GA 31206
Contanct: D.S. Patel 478-714-5233 Vinod Patel 478-335-2290.
Rock 478-321-8459 Email: Vinodrenu97@yahoo.com

Tenant: **Rosa M Tomas Jacinto**
4941 log Cabin Dr
Macon GA 31204
ID # 070340812 SS # 655-39-3983

(b) Any notice, election, or other communication mailed as aforesaid shall be effective upon date of actual receipt or on the 5th calendar day subsequent to date of postmark, whichever is earlier.

(c) Any party hereto may change his, or her, address for notice, election and other communication from time to time by notifying the other parties hereto of the new address and addresses in the manner provided for giving notice herein.

20. LATE CHARGE

Any rental payment received more than five (5) days after it is due date shall be assessed a late charge equal to ten (10%) percent of the rental payment.

Thirty day late will terminate lease after that will be month to month and $100 extra.

21. SECURITY DEPOSIT

Tenant has deposited with the Landlord the sum of $ 1850.00 to be held by Landlord, deposited pay. Without liability for interest, as security for the faithful performance of Tenant of all terms, covenants, and conditions of this Lease. Should

Initial. _____, _____

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

26. TIME OF ESSENCE

Time is of the essence with this Lease.

27. EXTERIOR CHANGES

No changes may be made in the building's façade or storefront without the prior written consent of Landlord.

28. INSURANCE

Landlord shall obtain and pay for all hazard insurance on the building itself. Tenant shall obtain and pay for all insurances on Tenant's inventory, furniture, furnishings, equipment, fixtures and other personal property.

SPECIAL STIPULATIONS - Special stipulations, if any, which by their reference and attachment to this Lease hereof shall become a part of the agreement, and should they conflict with any of the foregoing provisions, the special stipulations shall control.

A. December rent is No Charge. Starting January 1st 2024 rent due $1850.00 monthly.

B. Any condition landlord or tenant will not agree with rent landlord will give 60days notice to move out.

C. Landlord agrees to repair Air Condition first time. After that tenant is responsible. (except Compressor more then $1000.00)

D. Signs can be put one on building. NO other storage or container allowed in property.

E. Only for Store.

F. Tenant is minting the space under tenant standers need. Tenant responsible for repair any vandalize, brake in, lock, door or inside the space.

G. Tenant shall during all terms of this Lease, and any extension or renewal thereof, and at Tenant's expense maintain in full force and effect comprehensive general liability insurance with limits of $500,000.00 per person and $1,000,000.00 per accident, and property damage limits of $100,000.00, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant;

H. NO car wash, No car sale, no outside cook, at all time during the lease term.

I. All tenants agree to make appropriate and timely use of garbage container facilities.

J. If the water bill installed then tenant is responsible for pay their water bill. Currently landlord is paying.

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, either verbal or written, between the parties, not embodied herein, shall be of any force or effect.

Initial. _____ . RJ

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

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: 6/29/24

Business Name: TIENDA BERNABE #4 LLC

I hereby certify that Rosa Margarita Tomas Jacinto (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 29 day of JUNE, 2024.

_____
NOTARY PUBLIC

Allison Forchue Morales
NOTARY PUBLIC
Bibb County, GEORGIA
My Commission Expires 02/10/2026

_____
MY COMMISSION EXPIRES

Owner/Individual Certification

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

Individual/Owner's Signature: _____ Date: 6/29/24
(If different from Agent)

Title: OWNER / SOLE Proprietor / ORGANIZER

Business Name: TIENDA BERNABE #4 LLC

I hereby certify that Rosa Margarita Tomas Jacinto (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 29 day of JUNE, 2024

_____
NOTARY PUBLIC

Allison Forchue Morales
NOTARY PUBLIC
Bibb County, GEORGIA
My Commission Expires 02/10/2026

_____
MY COMMISSION EXPIRES

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: TIENDA BERNABE #4 LLC

Business Address: 4221 MERCER UNIV. DR #3, MACON GA 31204-4893

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; orphoto 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.

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☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☒ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Applicant/Agent Signature

06/29/24
Date

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

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 schedulean 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.

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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: TIENDA BERNABE #4 LLC

Business Address: 4221 Mercer Univ. Dr, 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.

(#7210) — 06/29/24

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.

06/29/24

Applicant/Agent Signature — Date

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
	Rosa Margarita Tomas Jacinto	06/29/24

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

Alcohol License Questionnaire

Name of Business: TIENDA Bernabe #4 LLC
Owner's Name: ROSA Margarita TOMAS Jacinto
Address: 4221 MERCER UNIV. DR #3
MACON GA 31204-4893

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

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

ROSA Margarita Tomas Jacinto
Printed Name of person completing form

Signature of person completing form

06/29/24
Date

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

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: TIENDA BERNABE #4 LLC

Business Address: 4221 Mercer Univ. Dr, Macon GA 31204-4893

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

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

Applicant/Agent Signature

Date 06/29/24

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

Macon-Bibb County
Certificate of Good Standing

Business Owner

1. Name and Title of the applicant: Rosa Margarita Tomas Jacinto
2. Name of the subject of this Certificate, if different from the applicant:
TIENDA BERNABE #4 LLC
3. Benefit or privilege for which the applicant is applying (mark one):

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

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
ROSA MARGARITA TOMAS Jacinto, Owner, 100%

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

Print and Sign Name
ROSA MARGARITA TOMAS Jacinto

Sworn to and subscribed before me this
29 day of JUNE, 2024.

Notary Public
My commission expires:

Allison Forchue Morales
NOTARY PUBLIC
Bibb County, GEORGIA
My Commission Expires 02/10/2026

Rev. April 2022
See O-22-0011

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

Macon-Bibb County
Certificate of Good Standing

property owner

1. Name and Title of the applicant: Dshanker LLC
2. Name of the subject of this Certificate, if different from the applicant: TIENDA BERNABE #4 LLC
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

N/A

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

Allison Forchue Morales
NOTARY PUBLIC
Bibb County, GEORGIA
My Commission Expires 02/10/2026

Vinod Patel

Print and Sign Name

Sworn to and subscribed before me this 29 day of JUNE, 2024

Notary Public

My commission expires: 2/10/26

Rev. April 2022
See O-22-0011

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

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: Rosa M Tomas Jacinto – Fingerprints Completed: 11.22.2024

Business Name: Tienda Bernabe #4 LLC DBA Tienda Bernabe #4

Business Address: 4221 Mercer University Dr Suite 3 Macon GA 31204

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

Granted DocuSigned by: 12/9/2024
Sheriff, Macon-Bibb County, Georgia **Date**
1C561778CDEE414...

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

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

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

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

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

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

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

Docusign Envelope ID: CF57CF9B-78BD-4895-AA3A-6B393691CDCA

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

Review Form

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

The following required documents are included in the application:

___ Signature form

___ BSO Recommendation letter

___ Proof of Planning and Zoning compliance

___ Affidavit from the Macon-Bibb County Engineer's Department

___ Affidavit from the Macon Telegraph Newspaper

Legal Review 1/16/2025 (Date) DS SD (Initials)

Comments

After review, legal recommends denial for failed distance requirements for the sale of alcohol packaged to go. Specifically, the business has applied to sell beer and wine packaged to go from a store only 63 feet from a church and church grounds. The legacy provision of MBC 4-122(c) is not applicable at this business location.

Initials

Initial SF _____ Stephanie Freeman, Administrative Office Specialist

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ADDED TO THE JANUARY 21, 2025 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	Alcohol Beverage Caterer	$600
Sunday Sales	$300	Brown Bag	$0	Temporary Alcohol License	$100
____ Please check here if you are applying for a Business Continuation License. Business Continuation License is **25% of applicable fees.**					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

$ _____ Alcohol License Fees + $400 Application Fee = $ _____

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.08/2023

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8F3B-C31C307A1019

Select One: ✓ New Business ___ Change of location ___ Change of Business

BUSINESS

Federal Tax ID #: 993555371 State Tax ID#: 20299486876

Business Name: Macon C Store Corporate and Trade Name: Macon Cstore LLC

Local Business Address: 1471 Rocky Creek Rd Macon GA 31206
(P.O. Box Not Allowed) City State Zip

Mailing Address: 1471 Rocky Creek Rd Macon GA 31206
Street Address (City State Zip)

Local Business Phone #: 347-612-6930 Email Address: Eram.rayani@Gmail.com

Contact Person: Eram Rayani Contact Phone #: 501-712-6874
347-612-6930

AGENT

Agent's Name: _____ Agent's Title: _____

Date of Birth: _____ Social Security Number: _____

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

Home Phone #: _____ Email: _____

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

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Eram Rayani Title: OWNER

Home Address: 5235 Bowman Rd City: Macon State: GA Zip: 31210 AP-1805

Home Phone #: 347-612 6930 Email: Eram.rayani@Gmail.com

Mailing Address: 5235 Bowman Rd City: Macon State: GA Zip: 31210
AP-1805

Rev. 08/23

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8F3B-C31C307A1019

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):	Eram Mohsin Rayani		
Home Address:	5235 Bowman Rd Macon GA 31210 AP-1805		
Sex	**Race**	**Date of Birth**	**Social Security Number**
Female	Asian	[redacted]	

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

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

Signature _____ Date 12-04-2024

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title _____ Date _____

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8F3B-C31C307A1019

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

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

1) ✓ I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**

2) _____ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

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

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

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

Business Name: Macon C store Llc

Printed Name of Applicant: Eram Rayani

*Signature of Applicant: Eram

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 4th DAY OF December, 20 24.

NOTARY PUBLIC

MY COMMISSION EXPIRES 1/24/29

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8F3B-C31C307A1019

MEASUREMENT FORM

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

APPLICANT: ERAM RAYANI

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 1471 ROCKY CREEK RD.

BUSINESS NAME: MACON C STORE LLC

To Be Completed by County Engineer

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

_X_Comply __ ___ Does not Comply

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

_____ Comply _____ Not Applicable __X___Unknown

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

_____ Comply ____Complies , but does not comply with other restrictions

__X___Not Applicable

By: _____
John W. Hayes, Macon-Bibb County Engineer

Date: _____

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

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8F3B-C31C307A1019

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

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

(Revised 8-23-2023) PJH

Macon C. Str. LLC

#1471 Rocky Creek Road

OK!

Paul A. Hoinowski
July 1, 2024

2,300' — SCHOOL GROUND property line

Southwest High School

5,550' — SCHOOL BUILDING

Southwest High School

7,900' — COLLEGE CAMPUS property line

Central Georgia Technical College

24,350' — ALCOHOLIC TREATMENT CENTER building

River Edge - Emery Highway

3,300' — PUBLIC LIBRARY or BRANCH building

Bloomfield Library

5,350' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Pendleton Homes

[illegible] — CHURCH (building)

Walking in Grace Fellowship

[illegible] — CHURCH GROUNDS

Walking in Grace Fellowship

1,300' — M-B COUNTY RECREATION CENTER property

Bloomfield - Gilead Recreation Center

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')

Applicant [illegible]

"Grocery Store"

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
123073	605309	Print Legal Ad-IPL02008500 - IPL0200850		$46.36	1	28 L

Attention: Eram Rayani

Maconshell 786 inv

,

Asifgilani_110@yahoo.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer, Wine/Packaged to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the November 3, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Macon C Store , 1471 ROCKEY Creek Rd Macon GA 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This October 27, 2024. Eram Rayani, Applicant
IPL0200850
Oct 27,Nov 3 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:
10/27/24, 11/03/24

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.

Willmenita Fernandez

Sworn to and subscribed before me this 4th day of December in the year of 2024

Margaret K. Wilson

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

MARGARET KATHLEEN WILSON
My Notary ID # 134916732
Expires May 24, 2028

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

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Macon-Bibb County Planning & Zoning Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2024-1645	PERMIT TYPE: Permitted Use	DATE ISSUED: 08/20/2024
PARCEL NO: O102-0049	ZONING DISTRICT: C-4	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Eram Rayani Macon C Store LLC	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	1471 ROCKY CREEK RD	
PROPERTY OWNER'S NAME:	BHUMI 2022 LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

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

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 08/20/2025

APPROVED BY: John Langstaff

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206

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GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**MACON SHELL 786 INC**	Control Number:	**22231583**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Compliance**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**Gasoline Stations with Convenience Stores**
Principal Office Address:	**3750 MERCER UNIVERCITY DR, MACON, GA, 31204, USA**	Date of Formation / Registration Date:	**11/2/2022**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2024**

REGISTERED AGENT INFORMATION

Registered Agent Name: **ERAM M RAYANI**

Physical Address: **6115 ABBOTTS BRIDGE RD, APT 112, DULUTH, GA, 30097, USA**

County: **Gwinnett**

OFFICER INFORMATION

Name	Title	Business Address
ERAM M RAYANI	CEO	6115 ABBOTTS BRIDGE RD, APT 112, DULUTH, GA, 30097, USA
ERAM M RAYANI	CFO	6115 ABBOTTS BRIDGE RD, APT 112, DULUTH, GA, 30097, USA
ERAM M RAYANI	Secretary	6115 ABBOTTS BRIDGE RD, APT 112, DULUTH, GA, 30097, USA

Back Filing History Name History Return to Business Search

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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: Macon C Store Name of Corporation: Macon Cstore LLc

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

Individual:

Name and Title: Erom Rayani Owner Telephone Number: 347-612 6930

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

Residential Street Address: 5235 Bowman Rd Ap-1805 Macon GA 31210
P.O. Box Not Allowed (City State Zip)

Mailing Address: 5235 Bowman Rd Ap 1805 Macon GA 31210
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Eram Rayani Last Name: Rayani

Home Address: 5235 Bowman Rd City: Macon State: GA Zip: 31210 AP-1805

Home Phone #: 347-612-6930 Email: Eram.rayani@gmail.com

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

Mailing Address: 5235 Bowman Rd City: Macon State: GA Zip: 31210
AP-1805

- **A certificate showing completion of an Alcohol Handler's training course taken within the last three years.**
- **An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.**
- **Current Color photograph of applicant.**
- **$25 cash, money order/check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner's Office**

CERTIFICATION

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

Applicant's Signature

12-04-2024
Date

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

This 4th day of December, 20 24.

Notary Public

JEFF SINGLETON
NOTARY PUBLIC
MY COMMISSION EXPIRES
01/24/2028
BIBB COUNTY
GEORGIA

1/24/28
My Commission Expires

Rev. 7/202121

Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

ERAM RAYANI

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

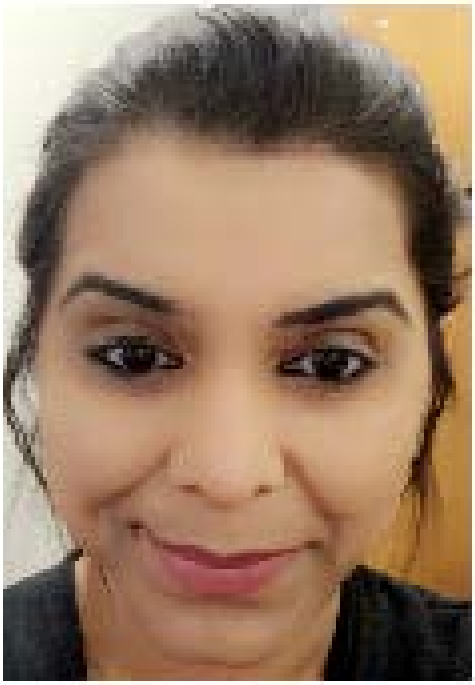
Date: 2023-03-12

Serial No.

cert_y2znd762

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8

Eram Rayani



AH000956

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8F3B-C31C307A1019

LEASE AGREEMENT

STATE OF GEORGIA
COUNTY OF LAURENS

THIS LEASE AGREEMENT, is entered into on the 1st day of January, 2023, by and between **RASKI 2022 LLC** (hereinafter referred to as **"Landlord")** and **MACON C STORE LLC** (hereinafter referred to as **"Tenant"**); 1471 ROCKEY CREEK RD MACON GA

WITNESSETH

1. PREMISES

That Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by Tenant, has leased and rented, and by these presents does lease and rent, unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called **"Premises"),** to-wit:

Landlord additionally agrees the allow Tenant to utilize the following tract of real property, located near the Premises, for parking and other lawful uses, until such time as Landlord either sells, develops, or otherwise terminates Tenant's use of the following tract, which may occur at any time in the future:

2. TERM OF LEASE
Tenant shall have and hold the Premises for a term of fifteen (15) years beginning on the 1st day of November 2024, and ending on December 31, 2037, at midnight, unless sooner terminated or extended as hereinafter specifically provided for in this Lease Agreement.
3. RENTAL
Tenant shall pay Landlord, by payments to Landlord, or Landlord's designee, at the address specified by Landlord, no later than the fifth (5th) day of each month during all terms of this Lease Agreement, the following sums:

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For the initial five (60 months) years of this Lease: $5,000.00 a month; and

For the next five (60 months) years of this Lease: $7,500.00 a month; and

c. For the last five (60 months) years of this Lease: $4,250.00 a month.

Failure to pay any rental payment due within ten (10) days of the payment date shall cause a ten (10%) percent late charge to be added to the rental amount due. In addition, failure to pay rent within ten (10) days of any rental payment due date is an event of default, giving the Landlord right to terminate the Lease Agreement as hereinafter set forth in this Lease Agreement.

4. USE OF PREMISES

The Tenant may use and occupy the Premises for the purpose of conducting a retail store or any other lawful use. The Landlord will not unreasonably withhold permission for a different use if requested by Tenant. The Tenant shall not use or knowingly permit any part of the Premises to be used for any unlawful purpose. Tenant agrees to use the Premises in a careful, safe and proper manner, and not to use or permit the Premises to be used for any purposes prohibited by applicable federal, state, county, municipal or other governmental laws, codes, rules and regulations, including, but not limited to any drug or drug related activity, gambling, possession of firearms, or fighting involving weapons of any kind. Tenant shall not commit waste, or suffer or permit waste to be committed, or permit any nuisances on the Premises, nor shall Tenant store or dispose of any hazardous or toxic waste or materials on or about the Premises.

5. REPAIR

The Tenant shall, at its own expense, make all repairs necessary to the Premises during the Lease Agreement. Landlord has no duty to make any form of maintenance, repair, or to replace any such portion of the Premises, including the roof, any HVAC unit, hot water heater, or similar part or portion of the Premises. Tenant, at Tenant's sole expense, shall make all such repairs and replacements of any portion of the Premises that is necessary for the continued occupation of the Premises and the operation of any of Tenant's business operations.

6. MAINTENANCE OF PETROLEUM EQUIPMENT

The Tenant, as Tenant's sole expense, is responsible for the annual maintenance and certification of all petroleum related equipment, testing, and monitoring with State of Federal guidelines, including, but not limited to, the SIR Program and the Cathodic Protection (CP) Test, with regards to the underground gas tanks and lines. Tenant must

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also purchase insurance coverage in the amount of Ten Thousand ($10,000.00) dollars for coverage of any underground gas leaks or spillage.

7. ALTERATIONS

Tenant shall not make any additions, alterations or improvements in or to the Premises without Landlord's written consent. All additions, alterations and improvements made in or to the Premises by either Landlord or Tenant, shall become the property of the Landlord and be surrendered with the Premises at the termination of this Lease Agreement. Tenant shall have the right to remove or replace their movable trade fixtures, including equipment owned solely by Tenant, provided Tenant repairs any damage caused by such removal. The failure of Tenant to remove its fixtures or any of his property at the termination of the term of this Lease Agreement, shall be deemed abandonment of such property at the option of the Landlord.

8. SURRENDER OF BUILDING

At the expiration of the Lease term the Tenant shall surrender to the Landlord the Premises, including all buildings, replacements, changes, additions, and improvements constructed or placed by the Tenant thereon, with all equipment in or appurtenant thereto, except all movable trade fixtures installed by the Tenant, broom clean, in good condition and repair, reasonable wear and tear excepted.

9. UTILITIES AND TAXES

The Tenant shall pay or cause to be paid all charges for air conditioning, heat, water, gas, electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the Premises through the terms of this Lease Agreement, and to indemnify the Landlord and save it harmless against any liability on such account. The Tenant shall be solely responsible for the payment of the yearly real and personal property taxes assessed against the Premises during the term of this Lease Agreement. Any applicable tax bills sent to Landlord, for the Premises, shall be delivered to Tenant, and Tenant shall make timely payment of the same.

10. DEFAULT

(A) The Landlord shall give the Tenant ten (10) days notice of intention to terminate the Lease Agreement in any of the following circumstances:

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Breach: If the Tenant shall be in default in the performance of any covenant of this Lease Agreement and if such default is not cured within ten (10) days after written notice thereof given by the Landlord; or, if such default shall be of such nature that it cannot be cured completely within such ten (10) day period, if the Tenant shall not have promptly commenced within such ten (10) day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default.
Insolvency: If the Tenant shall be unable to meet his obligations as they become due, or shall be adjudicated a bankrupt, make a general assignment for the benefit of creditors, or take the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Tenant's property and such appointment is not vacated within ninety (90) days. For those purposes the "Tenant" shall mean the Tenants then in possession of the Premises.
Abandonment: If the Premises becomes vacant or deserted for a period of thirty (30) days.

Assignment: If this Lease shall be assigned or the Premises sublet other than in accordance with the terms of this Lease Agreement and such default is not cured within ten (10) days after notice.
Illegal Activity at Premises: If the Tenant allows the Premises to become the site of any illegal activity, such as drug sales or use, illegal gambling, prostitution, or any other form of illegal activity or conduct.

(C) Continued Liability: The Tenant shall remain liable for all its obligations under this Lease Agreement, despite the Landlord's re-entry, and the Landlord may re-rent or use the Premises as agent for the Tenant, if the Landlord so elects. The Tenant waives any legal requirement for notice of intention to re-enter any right of redemption.

(D) Deficiency: If this Lease Agreement shall terminate as provided in this article the Landlord shall have the right, at its election at any time, to recover from the Tenant the amount by which the rent and charges equivalent to rent reserved herein for the balance of the terms shall exceed the reasonable rental received from the re-entering of the Premises for the same period.

11. INSURANCE
Tenant shall be solely responsible for the payment of hazard insurance to cover losses as to improvements located upon the Premises during the term of this Lease Agreement. Tenant is urged to purchase a separate insurance policy insuring against any loss to Tenant's inventory, equipment, and loss of income in case of a covered loss or event. In case of damage to or destruction of the improvements on the Premises by fire or otherwise the Landlord will, at such time and upon the conditions hereinafter set forth, restore, repair, replace, rebuild, or alter the same as nearly as possible to the condition such property was in immediately prior to such damage or destruction. Such restoration, repair, replacement, rebuilding, or alteration shall be commenced as soon as practicable after the receipt by the Landlord or the holder of any mortgage of the insurance money to be paid on account of such damage or destruction, and, after such work has been commenced, it shall be prosecuted with reasonable diligence. This obligation to repair will not be required should the loss occur during the last three months of the Lease term.

12. PROHIBITION AGAINST SUBLETTING
The Tenant may not sublet all or portions of the Premises for the remainder of the Lease term without the written approval of the Landlord.

13. INDEMNIFICATION
Tenant shall defend, indemnify and hold Landlord (except for the affirmative acts of negligence of Landlord or its agents) harmless from and against any claim, loss, expense or damage to any person or property in or upon the Premises or any area allocated to or used exclusively by Tenant or his agents, employees or agents, or any change, alteration or improvement made by Tenant in the Premises.

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(1) Breach: If the Tenant shall be in default in the performance of any covenant of this Lease Agreement and if such default is not cured within ten (10) days after written notice thereof given by the Landlord; or, if such default shall be of such nature that it cannot be cured completely within such ten (10) day period, if the Tenant shall not have promptly commenced within such ten (10) day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default.

(2) Insolvency: If the Tenant shall be unable to meet his obligations as they become due, or shall be adjudicated a bankrupt, make a general assignment for the benefit of creditors, or take the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Tenant's property and such appointment is not vacated within ninety (90) days. For those purposes the "Tenant" shall mean the Tenants then in possession of the Premises.

(3) Abandonment: If the Premises becomes vacant or deserted for a period of thirty (30) days.

(4) Assignment: If this Lease shall be assigned or the Premises sublet other than in accordance with the terms of this Lease Agreement and such default is not cured within ten (10) days after notice.

(5) Illegal Activity at Premises: If the Tenant allows the Premises to become the site of any illegal activity, such as drug sales or use, illegal gambling, prostitution, or any other form of illegal activity or conduct.

(B) Termination: If the Landlord gives the required notice of termination provided in subparagraph (a) or in the event of nonpayment of rent by the Tenant, upon notice by the Landlord that the Lease Agreement is in default, then at the expiration of the required period or upon notice, whichever the case may be, then this Lease Agreement shall terminate as completely as if that were the date fixed for the expiration of the term of this Lease Agreement, and the Tenant shall surrender the Premises to the Landlord. If this Lease Agreement shall so terminate, it shall be lawful for the Landlord, as its option, without formal demand or notice of any kind, to re-enter the Premises by an unlawful detainer action or by any other means, including force, and to remove the Tenant therefrom without being liable for any damages thereafter. Upon the termination of this Lease Agreement, the Landlord shall have the right, at its election, to terminate any sublease then in effect, without the consent of the subleasee concerned.

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14. SIGNS

The Tenant may place and maintain in and about the Premises such neat and appropriate signs advertising its business as it shall desire and in accordance with any existing laws and ordinances. Upon the termination of this Lease Agreement the Tenant shall remove all signs and repair any damage to the Premises caused by the erection, maintenance or removal of the signs. Landlord shall have the privilege of posting the Premises for rent or sale at any time within thirty (30) days prior to the expiration of this Lease Agreement, or any extensions thereof.

15. ENTIRE AGREEMENT

This Lease Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be or no force or effect.
IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals in duplicate, the day and year first above written.

LANDLORD:

RASIK 2022, LLC.

By:RAKE BHAI PATEL, President

TENANT:

MACON C STORE, LLC

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8F3B-C31C307A1019

Agent Certification

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

Agent's Signature:_____ Date:_____

Business Name: _____

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

This _____ day of _____, 20____ .

_____ Notary Public

_____ My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: Eram Mohsin Rayani Date: 12-04-2024
(If different from Agent)

Title: OWNER

Business Name: Macon C Store LLC

I hereby certify that Eram Mohsin Rayani (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 4th day of December, 20 24.

Notary Public

1/24/28
My Commission Expires

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8F3B-C31C307A1019

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Macon c Store LLc

Business Address: 1471 Rocky Creek Rd Macon GA 31201

***Instructions*:**

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

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

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

Definitions:

☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

☑ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

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☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Applicant/Agent Signature

12-04-2024
Date

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SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

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

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

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

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8F3B-C31C307A1019

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: Macon Cstore Llc

Business Address: 1471 Rocky Creek Rd Macon GA 31206

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

#7210

Code Enforcement Department Designee

12/05/2024

Date

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

Applicant/Agent Signature

12-10-2024

Date

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Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
	Eram Rayani	12-04-2024

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8F3B-C31C307A1019

Alcohol License Questionnaire

Name of Business: Macon Cstore Llc
Owner's Name: Eram Rayani
Address: 1471 Rocky Creek Rd Macon GA 31206

1. Do you own or are you leasing your business location? ___ Own ✓ Lease

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

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

Please circle one: ___ Relation, see below ✓ No Relation

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

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

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

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

Signature	Print Name	Date
	Eram Rayani	

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8F3B-C31C307A1019

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: Macon C Store Llc

Business Address: 1471 Rocky ~~Greek~~ Creek Rd Macon GA 31206

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

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

Applicant/Agent Signature

12-04-2024
Date

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8F3B-C31C307A1019

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

1. Eram Rayani 08-23-1987
   Name Date of Birth GBPDSA Private Security License #

2. _____
   Name Date of Birth GBPDSA Private Security License #

3. _____
   Name Date of Birth GBPDSA Private Security License #

4. _____
   Name Date of Birth GBPDSA Private Security License #

5. _____
   Name Date of Birth GBPDSA Private Security License #

6. _____
   Name Date of Birth GBPDSA Private Security License #

7. _____
   Name Date of Birth GBPDSA Private Security License #

8. _____
   Name Date of Birth GBPDSA Private Security License #

9. _____
   Name Date of Birth GBPDSA Private Security License #

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8F3B-C31C307A1019

Macon-Bibb County
Certificate of Good Standing

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

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

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

_____

_____

_____

_____

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

Eram Mohsin Rayani
Print and Sign Name

Sworn to and subscribed before me this
24th day of December, 2024.

Notary Public
My Commission Expires: 1/24/28

NOTARY PUBLIC BIBB COUNTY GEORGIA MY COMMISSION EXPIRES

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8F3B-C31C307A1019

Property Owner

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Eram Rayani Owner
2. Name of the subject of this Certificate, if different from the applicant: Raski 2022 LLC
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

Raskbhai.patel
Print and Sign Name

Sworn to and subscribed before me this

10 day of December, 2024.

Charlotte Hayes
Notary Public
My Commission Expires: 1-30-28

STATE OF GEORGIA NOTARY PUBLIC
CHARLOTTE HAYES
Monroe County
My Commission Expires
January 30, 2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8F3B-C31C307A1019

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: Eram Rayani – No New Fingerprints Required

Business Name: Macon C Store LLC

Business Address: 1471 Rocky Creek Road, Macon, GA 31206

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

DocuSigned by:

Granted _____ 12/13/2024
Sheriff, Macon-Bibb County, Georgia **Date**

1C561778CDEE414...

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

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

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

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

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

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

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

Docusign Envelope ID: 7D2F5D24-C35C-4EB0-8F3B-C31C307A1019

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

Review Form

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

The following required documents are included in the application:

___ Signature form

___ BSO Recommendation letter

___ Proof of Planning and Zoning compliance

___ Affidavit from the Macon-Bibb County Engineer's Department

___ Affidavit from the Macon Telegraph Newspaper

Legal Review 1/16/2025 (Date) SD (Initials)

Comments

After review, legal recommends denial of this application. Business self-identifies as a "grocery store." However, upon inspection, Code Enforcement found the business to be operating as a vice mart, without sufficient fresh food to meet the definition of a Food Mart or Grocery Store. Additionally, applicant did not provide a lease demonstrating a right of possession from the owner of record.

Initials

SF Stephanie Freeman, Administrative Office Specialist

Georgia Department of Revenue

Department of Revenue Alcohol License Application

DOR Alcohol License Application

ADDED TO THE DECEMBER 16, 2024 PRE-COMMISSION AGENDA

Business Information

Business Name: 777VINEVILLE FOOD MART INC
DBA Name: MOBILE FOOD MART
Business Type: Corporation

Address Information

Location Address: 3224 VINEVILLE AVE MACON GA 31204-2324

Alcohol License Information

License Type: Retail
Start Date: 10-21-2024
Beer: Yes
Wine: Yes
Liquor: No
Airline or Railway Carrier: No
Local Jurisdiction Type: County
Local Jurisdiction: BIBB
Arrest History: No

Licensee Information

Licensee Type: Individual
Licensee Name: AREKALA, SRINIVAS REDDY

Additional Information

Primary NAICS: 447110

Officers	Officer or Responsible Party
AREKALA, SRINIVAS R.	Both
AREKALA, SRINIVAS REDDY	Both

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

☐ *Distilled Spirits Packaged to Go	$2,900	✓ *Malt Packaged to Go	$800	✓ Wine Packaged to Go	$700
☐ *Distilled Spirits C.O.P.	$2,900	*Malt C.O.P	$800	*Wine C.O.P	$700
*Distilled Spirits Wholesaler	$3,600	*Malt Wholesaler	$1,000	Wine Wholesaler	$800
*Distilled Spirits Manufacturers	$4,300	☐ *Malt Manufacturer	$2,500	Wine Manufacturer	$1,700
Brewpub	$2,500	Out-of-Town Wholesaler	$100	Wine Tasting	$500
	$300	☐ Brown Bag	$0	Alcohol Beverage Caterer	$600
✓ Temporary Alcohol License	$100				
____ Please check here if you are applying for a Business Continuation License. Business Continuation License is **25% of applicable fees.**					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

$ _____ Alcohol License Fees + $400 Application Fee = $ _____

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.08/2023

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Select One: X New Business ___ Change of location ___ Change of Business

BUSINESS

Federal Tax ID #: 99-3396409 State Tax ID#: 20299365921

Business Name: 777VINEVILLE FOOD MART INC Corporate and Trade Name: MOBILE FOOD MART

Local Business Address: 3224 VINEVILLE AVE MACON, GA 31204
(P.O. Box Not Allowed) City State Zip

Mailing Address: _____
Street Address (City State Zip)

Local Business Phone #: 678-428-8725 Email Address: office@rationaleservices.com

Contact Person: Srinivas Reddy Arekala Contact Phone #: 678-428-8725

AGENT

Agent's Name: Srinivas Reddy Arekala Agent's Title: owner

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

Home Address: 3885 CAMERON CT City: CUMMING State: GA Zip: 30040

Home Phone #: 678-428-8725 Email: OFFICE@RATIONALESERVICES.COM

Mailing Address: 3224 VINEVILLE AVE City: MACON State: GA Zip: 31204

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	Srinivas Reddy Arekala		
Home Address:	3885 CAMERON CT CUMMING, GA 30041		
Sex	**Race**	**Date of Birth**	**Social Security Number**
MALE	ASIAN	[redacted]	

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

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

A. SReddy — 08/21/2024

Signature — Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title — Date

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

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: 777VINEVILLE FOOD MART INC

Printed Name of Applicant: Srinivas Reddy Arekala

*Signature of Applicant: A. SReddy

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 21ST DAY OF Aug, 2024.

NOTARY PUBLIC

7-14-28

MY COMMISSION EXPIRES

ADNAN CHARANIA
Notary Public, Georgia
Gwinnett County
My Commission Expires
July 14, 2028

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MEASUREMENT FORM

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

APPLICANT: SRINIVAS R AREKALA

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 3224 VINEVILLE AVE.

BUSINESS NAME: 777 VINEVILLE FOOD MART INC. (DBA MOBILE FOODMART)

To Be Completed by County Engineer

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

__Comply _X_ Does not Comply

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

_____ Comply _____ Not Applicable __X__Unknown

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

_____ Comply ____Complies , but does not comply with other restrictions

__X__Not Applicable

By: John W. Hayes
John W. Hayes, Macon-Bibb County Engineer

Date: 10/16/24

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

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RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

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

(Revised 8-23-2023) PJH

Mobile Foodmart
#3224 Vineville Avenue

2,500' — SCHOOL GROUND property line
Georgia Academy for the Blind

2,600' — SCHOOL BUILDING
Georgia Academy for the Blind

10,300' — COLLEGE CAMPUS property line
Mercer University

16,250' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emery Highway

12,600' — PUBLIC LIBRARY or BRANCH building
Washington Memorial

1,200' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Roff Avenue

4,250' — CHURCH (building)
Lutheran Church of the Redeemer

4,050' — CHURCH GROUNDS
Lutheran Church of the Redeemer

* 170' — M-B COUNTY RECREATION CENTER property
Freedom Park

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

* Refer to Attorneys Office Paul J. Hoinowski October 9, 2024

JWH

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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
146940	601568	Print Legal Ad-IPL01989600 - IPL0198960		$46.36	1	29 L

Attention: Srinivas Reddy

SRINIVAS REDDY AREKALA
3885 CAmeron ct
cumming, GA 30040

777vinevilleinc@gmail.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the October 20, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as 777VINE-VILE FOOD MART INC & MOBILE FOOD MART, 3224 VINEVILLE AVE , 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 October 13, 2024. SRINIVAS REDDY AREKALA, Applicant
IPL0198960
Oct 13,20 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:
10/13/24, 10/20/24

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 Sermons

Sworn to and subscribed before me this 21th day of October in the year of 2024

Margaret K. Wilson

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

MARGARET KATHLEEN WILSON
My Notary ID # 134916732
Expires May 24, 2028

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

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Macon-Bibb County Planning & Zoning Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2024-1772	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 07/25/2024
PARCEL NO: O071-0164	**ZONING DISTRICT:** C-2	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Srinivas Arekala 777VINEVILLE FOOD MART INC	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	3224 VINEVILLE AVE	
PROPERTY OWNER'S NAME:	SRINIVAS AREKALA	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

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

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 07/25/2025

APPROVED BY: Butch Sementilli

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**777Vineville Food Mart Inc**	Control Number:	**24111178**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Compliance**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**Gasoline Stations with Convenience Stores**
Principal Office Address:	**3224 Vineville Ave, Macon, GA, 31204, USA**	Date of Formation / Registration Date:	**6/4/2024**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2024**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Srinivas Reddy Arekala**

Physical Address: **3885 Cameron Ct, Cumming, GA, 30040, USA**

County: **Forsyth**

OFFICER INFORMATION

Name	Title	Business Address
Srinivas Reddy Arekala	CEO	3885 Cameron Ct, Cumming, GA, 30040, USA
Srinivas Reddy Arekala	CFO	3885 Cameron Ct, Cumming, GA, 30040, USA
Srinivas Reddy Arekala	Secretary	3885 Cameron Ct, Cumming, GA, 30040, USA

Back

Filing History Name History

Return to Business Search

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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: MOBILE FOOD MART Name of Corporation: 777VINEVILLE FOOD MART INC

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

Individual:

Name and Title: Srinivas Reddy Arekala - OWNER Telephone Number: 678-428-8725

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

Residential Street Address: 3885 CAMERON CT CUMMING, GA 30040

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

Mailing Address: _____

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): _____
- Member holdings _____ % of all outstanding membership interests.

☒ Privately Held Corp./Company
- Corporate Officer: Yes X No ___

☐ Other
- Other person exercising operational authority over the entity: _____

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Srinivas Reddy Last Name: Arekala

Home Address: 3885 CAMERON CT City: CUMMING State: GA Zip: 30040

Home Phone #: 678-428-8725 Email: OFFICE@RATIONALESERVICES.COM

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

Mailing Address: 3224 VINEVILLE AVE City: MACON State: GA Zip: 31204

- **A certificate showing completion of an Alcohol Handler's training course taken within the last three years.**
- **An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.**
- **Current Color photograph of applicant.**
- **$25 cash, moneyorder/check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner**

CERTIFICATION

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

A. SReddy
Applicant's Signature

08/21/2024
Date

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

This 21ST day of Aug, 20 24.

Notary Public

ADNAN CHARANIA
Notary Public, Georgia
Gwinnett County
My Commission Expires
July 14, 2028

7-14-28
My Commission Expires

Rev. 7/2021

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

ID # 25947813
CARD # 26303907

ServSafe
National Restaurant Association

ServSafe Alcohol® CERTIFICATE

SRINIVAS REDDY AREKALA
NAME

10/1/2024
DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

This certificate confirms completion of the **ServSafe Alcohol®** responsible alcohol service progrom.

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

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NOTE: You can access your score and certification information anytime at **ServSafe.com.**

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at **ServiceCenter@restaurant.org** or **800.765.2122, ext. 6703**.

In Alaska you must laminate your card for it to be valid.

NATIONAL RESTAURANT ASSOCIATION
233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 in the Chicago area
ServSafe.com

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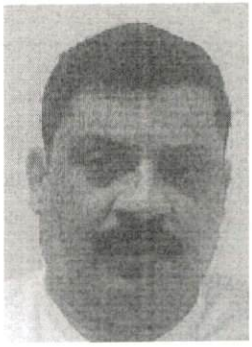
Srinivas Arekala



AH001423

ALCOHOL HANDLER

EXP: 12/31/2025

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MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement"), made effective this September 1, 2024 ("Effective Date") by and between 7 **VINEVILLE INVESTMENTS LLC**, a Georgia limited liability company (collectively hereinafter "Tenant") with a notice address of 1915 Sadler Dr SE. Smyrna, GA 30080 and ~~777~~ **VINEVILLE FOODMART INC**, a Georgia limited liability company, a Georgia resident (collectively hereinafter "Manager").

WITNESSETH:

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

1. **Premises.** Tenant has the right to operate a convenience store located at 3224 Vineville Avenue, Macon, Georgia 31204 (the "Premises") under that certain lease agreement ("Lease") by and between the Tenant and the landlord's LLC, or any transferee or assignee (hereinafter "Landlord"). The Tenant wishes to retain the services of the Manager to assist with the operations of the day to day operations of the convenience store being operated upon the Premises ("Business").

2. **Term of Agreement.** The Term of this Agreement shall commence on the date of the Effective Date ("Commencement Date") and, unless sooner terminated as hereinafter provided, shall expire on September 1, 2025. Should the Manager be in full compliance of all terms and conditions of this Agreement, this Agreement shall automatically renew for a successive term of nine (9) years ("Option Term") following the expiration of the initial term unless the Tenant, in its sole and absolute discretion, provides notice of non-renewal prior to the expiration of the preceding term. The Tenant may terminate this Agreement at any time, upon thirty (30) days' notice to the Manager at which time this Agreement shall terminate. If mutually agreed upon, the Agreement may extend for successive terms of one (1) year for five (5) terms after the Option Terms are completed ("Additional Option Terms").

3. **Compensation.** In consideration of the services rendered by the Manager, the Manager shall have the right to retain any net profits derived from the operation of the Business at the Premises after the payment of a monthly distribution to the Tenant as follows: Six Thousand and no/100 Dollars ($,6000.00) in the first year, Eight Thousand and Five Hundred Dollars ($8,500) in the second year, and Eleven Thousand and Five Hundred Dollars ($11,500) in year 3 ("Tenant Monthly Distribution") and all other obligations of the business and Tenant including but not limited to rent or payment obligations under the Lease, any payments due to any vendor or party that provides goods or services to the Business, or any tax obligations related to the Business, the Premises, or the Tenant. Tenant Monthly Distribution shall be fully earned and payable on the end or before the end of each month. Manager will pay this distribution via EFT. Once the Tenant Monthly Distribution becomes $11,500/month in year 3, there will be a 3.0% escalator to the monthly rent every year starting from year 5. Manager's obligation to pay the Tenant Monthly Distribution, any other amounts due under this Agreement, and keep and perform any and all covenants and agreements herein contained is absolute and shall not be abated, released, or discharged due to Manager's default under this Agreement or due to any reason whatsoever expect as is otherwise specifically provided for in this Agreement. In the event Manager terminates this Agreement as a result of Manager's default, Tenant shall be entitled all outstanding Tenant Monthly Distribution payments and may accelerate all Tenant Monthly Distribution payments as provided in Section 20 of this Agreement.

4. **Rent**. On or before the end of the preceding month, the Manager shall deposit the rent due under the Lease for the following month in the account designated by the Tenant. Failure to do so shall result in the application of a late fee as contemplated in Section 7.

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5. **Payment of Obligations**. From time to time but no less than monthly, the Tenant and Manager shall reconcile any obligations that may be due or accrued in the ordinary operations of the Business ("Reconciliation"). Should the Tenant make any payments on behalf of the Manager or otherwise provided under this Agreement, the Tenant shall be entitled to reimbursement by the Manager. Failure to make any reimbursement due to the Tenant within five (5) days shall result in the application of a late fee as contemplated in Section 7. Within 10 days after the end of the month after the Effective Date of this Agreement, the Manager shall deliver to Tenant a copy of a sales report for the business exhibiting sales for the preceding month and a year to date report for the Business, including but not limited to a profit and loss statement and any sales tax reports. Within 30 days of the end of each calendar year, Manager shall produce a financial statement, a sales report, and a profit and loss statement for the entire previous calendar year and as soon as practicably available, tax returns for the preceding year. Should the financial sales from a previous year be reduced by an amount greater than or equal to ten percent (10%), then the Manager shall be in default of the Lease, and the Tenant shall be entitled to seek remedies as described in this Agreement.

6. **Late Fees**. In the event the Manager does not remit any obligations, including but not limited to the Tenant Monthly Distribution, the Manager shall pay an additional twenty (20%) percent as a late fee in addition to the amounts outstanding on a monthly basis on all amounts outstanding. The parties agree that the Late Fee represents a fair and reasonable estimate of the costs that Tenant will incur by reason of late payment by Manager. Acceptance of any Late Fee shall not constitute a waiver of Manager's default or prevent the Tenant from exercising any of the other rights and remedies available to Tenant hereunder.

7. **Utilities & Taxes.** Manager shall be responsible for the payment of any taxes that may be assessed against the Tenant for the income, furniture, fixtures, equipment, and personal property that may be assessed for property on the Premises or related to the Business or Tenant. Manager shall pay utility bills for the Premises, including, but not limited to gas, electricity, fuel, telephone, light, heat, water, sewer, garbage collection or other sanitary services. In the event the Tenant pays any utility charges on behalf of the Manager, the Manager shall reimburse the Tenant at the time of Reconciliation (as herein defined).

8 **Permitted Use of Premises.** Premises shall be used for as a convenience store. Premises shall not be used for any illegal purpose, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Manager shall not use the Premises for any other reason, other than stated herein, without the written consent of the Tenant, which consent the Tenant may withhold at its sole discretion. Manager shall not commit or allow any waste or nuisance upon the Premises, and shall maintain the Premises in a clean, neat, orderly and attractive condition (i.e. in broom-clean condition). Manager shall not allow any illegal activities to occur at the Premises including that all operations at the Premises comply with all laws, rules, and regulations for the jurisdiction in which the Premises are located. Should the Manager be charged with any violations of any laws, rules, and regulations whatsoever, the Tenant may terminate this Agreement and the Manager shall indemnify the Tenant, its agents, representatives, members, and officers from any claims asserted by any entity as it relates to the Manager's management of the Premises under this Agreement. The non-operational car wash shall remain under the sole discretion and use of the Tenant.

9. **Vendors**. Manager shall be solely responsible for all costs, fees, expenses, or the like incurred in the operations of the business at the Premises payable to any vendors that have provided goods or services to the Premises. Manager shall indemnify the Tenant, its agents, shareholders, officers, representatives, from any costs, expenses, or claims made by any entity or vendor that has provided goods or services to the Premises. Manager may not enter into any contract or agreement for a term longer than six (6) months without the express written consent of the Tenant, and may not enter into any agreements for coin operated amusement machines or for petroleum / fuel supply. Any violation or default under any vendor agreement shall also be an event of default hereunder, and any agreement which the Manager enters into which is a violation of this section will result in such agreement being null and void. Manager agrees to fully indemnify Tenant from any and all liabilities related to coin operated amusement machines.

10. **Operation of the Premises.** Manager shall (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in broom-clean condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, parking lots, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit

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

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

Landlord, Tenant, or the supplier of petroleum / fuel to the Premises may require the Manager to participate in a "mystery" shop or audit program, which Manager shall enroll and participate at Manager's sole expense, in such a program at the Premises. Manager shall promptly take all corrective measures if Manager scores below the target score established by Landlord, Tenant, or supplier. Upon receipt of such audit report, Manager may be required to take any required corrective measures. Manager's failure to take such corrective measures within the time specified by Landlord or Tenant shall be a default of this Agreement. If Manager fails to take the required corrective measure within five (5) business days, Tenant may include an administrative fee of ten percent (10%) of the amount expended by the Tenant – in addition to the amount expended by the Tenant – in making required corrective measures under this Section. Tenant will have the right, but not necessarily the obligation, to set retail petroleum prices at the site, in its sole and absolute discretion. Manager will abide by the Tenant's instructions or shall be in default.

Manager shall provide Tenant with monthly financial statements, including, but not limited to, inside sales, outside sales and volume, and COAM revenue. Tenant shall request any other financial information, in its sole and absolute discretion. Manager shall not withhold or delay such information, and a failure to provide such information within three (3) days of such request shall constitute a default of this Agreement.

11. **Abandonment of Premises.** Manager agrees not to abandon the Premises during the period of this Agreement and agrees to use said Premises only for purposes herein provided until the expiration or termination hereof. No property or equipment shall be removed from the Premises.

12. **Repairs and Maintenance.** Manager shall, throughout the Term of this Agreement, at Manager's sole expense, maintain in good order and repair the entire Premises and all other equipment, and all other improvements, fixtures and equipment located on the Premises without limitation. Manager agrees to return said Premises and property to Tenant at the expiration or prior to termination of this Agreement in broom-clean condition.

13. **Destruction of or Damage to Premises.** If Premises are totally or partially destroyed by storm, fire, earthquake, or other casualty, this Agreement shall be suspended until the Tenant and Manager can utilize insurance proceeds to restore Premises to substantially the same condition as existed before damage as speedily as practicable.

14. **Indemnification.** For and during the Term, Manager shall protect, indemnify, defend, and hold harmless Tenant and the Landlord (and each of the Tenant and Landlord's respective officers, members, employees, representatives, or agents) from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by the Manager.

15. **Property Insurance.** Manager shall at all times during the term of this Agreement procure and maintain in full force and effect an All Risk Property Insurance Policy on the Premises, all improvements constructed thereon and any additions or alterations thereto or replacements thereof. Said policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises, the proceeds of which shall be payable to the Tenant

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and/or any designated mortgagee in accordance with their respective interests therein. The Tenant, Landlord, and/or any designated mortgagee shall be named as an additional insured on all certificates of insurance. Manager shall provide any certificate(s) of insurance that may be required by the Tenant or Landlord within five (5) days of the request.

16. **Indemnification of Landlord against Loss or Claim.** For and during the Term and any renewal of this Agreement, Manager shall protect, indemnify, defend, and save harmless Landlord and Tenant, and the Landlord and Tenant's respective agents, employees, representatives, members, shareholders, or owners, from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Manager. Manager shall, at Manager 's expense, provide and keep in force for the benefit of the Manager, Tenant, Landlord, and/or any designated mortgagee, comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies, the Tenant, Landlord, and/or any designated mortgagee shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than $2,000,000.00 single limit coverage for each accident or occurrence, and not less than $1,000,000.00 for property damage. Manager shall provide any certificate(s) of insurance that may be required by the Tenant or Landlord within five (5) days of the request. Manager shall defend, indemnify, and save harmless Landlord and Tenant, and the Landlord and Tenant's respective agents, employees, representatives, members, shareholders, or owners, from and against all claims, demands, liabilities, losses, or costs to which Landlord or the Tenant, or affiliated parties as set forth herein, may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding the indemnified party liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises. Manager may be required to maintain additional insurance as required by the Tenant under the Lease.

17. **Condemnation.** If the whole of the Premises, or such portion thereof as will make the Premises unusable for during the term of the Agreement, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Tenant will have the option, but not the obligation, to hereby terminate the Agreement from the date when possession thereof is taken by public authorities, and rental shall be computed and paid as of said date. It is further understood and agreed that Manager waives any and all rights in any award made by any condemnation authority.

18. **Assignment.** Manager shall not assign or transfer its obligations or rights under this Agreement or any interest hereunder, without the prior written consent of Tenant, which consent may be withheld for any reason.

19. **Default.** It is mutually agreed that in the event Manager shall default in the payment of Tenant Monthly Distribution, including rent or any obligations of the Business, when due, or if Manager shall be in default in performing any of the terms or provisions of this Agreement other than the payment of rent; or if Manager files a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act; or if a receiver is appointed for Manager's property; or if, whether voluntarily or involuntarily, Manager takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Manager makes an assignment for the benefit of creditors; or if Manager violates or is in default of any other agreements between Landlord and Tenant, Tenant at its option may terminate this Agreement by written notice to Manager whereupon this Agreement shall terminate immediately and the Tenant shall be entitled to pursue any remedy available under law and as provided under this Agreement. For the avoidance of doubt, all scheduled Monthly Tenant Distributions, calculated on the assumption that each successive 1-year term is exercised, shall become immediately due and payable.

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negotiated in good faith for such specific calculation of liquidated damages and having agreed that the liquidated damages are reasonable in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such liquidated damages.

20. **Permits and Licenses**. Upon execution of this Management Agreement, the Manager shall apply for certain permits and licenses required to operate the Business, including but not limited to beer, wine, and lottery licenses. Manager shall indemnify and hold Tenant harmless from any issue and/or matter arising out of such management agreement. Manager shall apply for the licenses required to operate the Business within seven (7) business days of the Effective Date. Should the Manager be removed from the property due to default or otherwise, the Manager shall cooperate with the Tenant in transferring the permits and licenses used in the operations of the Business so as to ensure there are no interruptions in the general operations of the Business including by providing a License Agreement in favor of the Tenant.

21 **Non-Circumvent**. Manager shall take no action that would cause harm to the Tenant or affect the credibility or reputation of the Tenant or reduce the value of the Tenants leasehold interest in the Premises nor circumvent the Tenant in any communications related to the Premises. The Manager shall have no right to negotiate on behalf of the Tenant as related to the Lease or any agreement for the supply of petroleum and fuel products to the Premises. The Manager, its principal, affiliate, relatives, or representatives shall not, directly or indirectly, enter into any agreements related to the Premises after the expiration of the Lease without the express written consent of the Tenant. Any communications or requests that may be required to the Landlord shall be channeled through the Tenant.

22. **Environmental Compliance**. The term "Hazardous Materials" shall include, without limitation, any material, waste or substance which is (i) included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "hazardous wastes" in or pursuant to any Environmental Laws. The term, "Environmental Laws", shall include any and all federal, state and municipal statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or to emissions, discharges or releases of Hazardous Materials into the environment including, without limitation, ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials or the clean-up or other remediation thereof. Manager shall maintain at Manager's expense, insurance pursuant to the Store Tank Compliance laws for the State of Georgia. Manager shall at all times abide by and comply with the Environmental Laws of any Governmental Authorities having jurisdiction over underground motor fuel storage tanks at the Property. Manager shall not store, handle, process, dispose of or otherwise use any Hazardous Materials at or on the Property during the Term of the Agreement that would lead or is likely to lead to the imposition on Tenant, Landlord or the Property of any liability or lien of any nature whatsoever under any Environmental Laws. Manager shall test the underground fuel storage tanks, leak detectors, lines and dispensers as frequently as required by the Environmental Laws and in no event less than once each year pursuant to one of the approved methods of testing set forth in the Environmental Laws. Manager shall provide to Tenant or Landlord copies of all results from the tests, and Manager agrees to correct promptly any leakage or release of contents, which is evidenced by any such tests. In the event Manager fails to test as provided herein, Tenant shall have the right, but not the obligation to do so and the expense in testing shall become immediately due and payable from Manager upon demand by Tenant. Manager agrees to notify promptly Tenant orally (a) of any sudden, unexplained variance from its normal inventory pattern, (b) when relatively small losses are occurring but trending larger; (c) of any large increase of water in an underground tank; and (d) of any other suspicious circumstances whatsoever indicating an unexplained loss of products. Manager shall immediately notify Tenant of a loss of motor fuel variation of one hundred or more gallons

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on a daily or cumulative basis up to thirty (30) days as reflected in its daily inventory system, of presence of one (1) inch or more of water is found in any storage tank, or one-half (1/2) inch or more of water is found in any diesel fuel storage tank, but not later than the next day, by the fastest means available. Tenant and Manager, at Manager's expense, shall determine what tests are required to confirm any leaks and what corrective measures are to be taken. Manager shall deliver to Tenant and Landlord copies of all material correspondence to and from Governmental Authorities regarding environmental activities at the Property, including, without limitation, correspondence regarding notices of violations, releases (including new releases) and closure letters. Manager shall deliver to Tenant and Landlord and require its environmental contractor(s) to deliver to Tenant, copies of all spill and release notifications and reports given to Governmental Authorities regarding the Property. Manager agrees to furnish to Landlord upon request therefore, copies of all corrective action plans, monitoring reports, tank, line and leak detection testing results, Stage II Vapor Recovery test results, fire suppression test results, cathodic protection test results, UST registrations and related documents, and reimbursement claims filed with the Governmental Authorities. Manager shall immediately clean up and properly dispose of all Hazardous Materials, which were dumped, spilled or otherwise deposited into the ground of the Property from whatever cause or source from and after the Effective Date. If Manager shall fail, refuse or neglect to report and/or remediate the contamination or release, as the case may be, as mandated by governmental authorities, Tenant may remediate that contamination or release at Manager's cost and expense. Manager covenants and agrees to reimburse and promptly pay to Tenant all costs paid or incurred by Tenant associated with the release, contaminants and remediation, together with interest thereon at the highest rate permitted by law. Manager hereby indemnifies and holds Tenant and Landlord, and their respective employees, agents, officers, directors, shareholders, members, managers, lenders, successors, and successors-in-title harmless from all losses, liabilities, damages, demands, claims, actions judgments, causes of action, assessments, penalties, costs and expenses (including all reasonable attorneys' fees, expenses and court costs and other costs of litigation), of any nature whatsoever, whether based on a statute, regulation, law, tort or contract, in law or in equity, arising from any and all enforcement, clean-up, removal, mitigation, third-party claims, remediation or other governmental or regulatory acts, instituted, contemplated or threatened pursuant to any Environmental Laws affecting the Property which resulted from or are related to, any release of Hazardous Materials, at or emanating from the Property during the Term of the Agreement, whether or not caused by Manager, its agents, employees, successors, assigns, invitees or licensees.

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

23. [Intentionally Omitted]

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24. **Compliance with Laws.** Manager, at Manager's own expense, agrees to keep the Premises and all property placed therein in compliance with all local, city, state, federal laws, statutes, code, regulations, ordinances that govern the Premises. Manager shall obtain and maintain all necessary approvals, permits, and licenses in connection with Manager's operations at the Premises and remain in full force and effect during the term of this Agreement. Manager shall bear all costs, expenses, fees, charges or the like incurred or related to the operation of the business at the Premises, including but not limited to purchasing of inventory, sales tax, and credit card processing and chargeback fees.

25. **Attorney's Fees.** If any amounts owing under this Agreement are collected by or through an attorney at law, Manager agrees to pay attorney's fees incurred in collection or enforcement of any obligations hereunder.

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

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

28. **Terms Inclusive.** This Agreement contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESSES WHEREOF, the undersigned parties have here to set their hands and seals on the Effective Date.

Tenant:

7 VINEVILLE INVESTMENTS, LLC.

a Georgia limited liability company

By: Karthik Nimmala

Its: C.E.O. / President

Manager:

777 VINEVILLE FOODMART, INC
a Georgia limited liability company

By:

Its: Member

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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: A. SReddy Date: 08/21/2024

Business Name: 777VINEVILLE FOOD MART INC

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

This _____ day of _____, 20____ .

Notary Public

My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: A. SReddy Date: 08/21/2024
(If different from Agent)

Title: Srinivas Reddy Arekala - OWNER

Business Name: 777VINEVILLE FOOD MART INC

I hereby certify that Srinivas Reddy Arekala (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 21ST day of Aug, 2024.

ADNAN CHARANIA
Notary Public, Georgia
Gwinnett County
My Commission Expires
July 14, 2028

Notary Public

7-14-28

7-14-28

My Commission Expires

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PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: 777VINEVILLE FOOD MART INC

Business Address: 3224 VINEVILLE AVE 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 the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☑ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

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☐ **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.

A. SReddy

Applicant/Agent Signature

08/21/2024

Date

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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: 777VINEVILLE FOOD MART INC

Business Address: 3224 VINEVILLE AVE 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.

#7210

Code Enforcement Department Designee

11/07/2024

Date

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

A. SReddy

Applicant/Agent Signature

08/21/2024

Date

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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.

A. SReddy	Srinivas Reddy Arekala	08/21/2024
Signature	Print Name	Date

Alcohol License Questionnaire

Name of Business: 777VINEVILLE FOOD MART INC
Owner's Name: Srinivas Reddy Arekala
Address: 3224 VINEVILLE AVE
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 X No Relation

TENANT

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

A. SReddy	Srinivas Reddy Arekala	08/21/2024
Signature	Print Name	Date

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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: 777VINEVILLE FOOD MART INC

Business Address: 3224 VINEVILLE AVE 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

A. SR-eddy
Applicant/Agent Signature

10/07/2024
Date

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ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

1. _____
Name Date of Birth GBPDSA Private Security License #

2. _____
Name Date of Birth GBPDSA Private Security License #

3. _____
Name Date of Birth GBPDSA Private Security License #

4. _____
Name Date of Birth GBPDSA Private Security License #

5. _____
Name Date of Birth GBPDSA Private Security License #

6. _____
Name Date of Birth GBPDSA Private Security License #

7. _____
Name Date of Birth GBPDSA Private Security License #

8. _____
Name Date of Birth GBPDSA Private Security License #

9. _____
Name Date of Birth GBPDSA Private Security License #

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Macon-Bibb County
Certificate of Good Standing

Business Owner

1. Name and Title of the applicant: Srinivas Reddy Arekala - OWNER
2. Name of the subject of this Certificate, if different from the applicant:

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

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

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

NO

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.

Srinivas Reddy Arekala A. Sreddy
Print and Sign Name

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

Notary Public
My Commission Expires: 7-14-28

ADNAN CHARANIA
Notary Public, Georgia
Gwinnett County
My Commission Expires
July 14, 2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

Macon-Bibb County
Certificate of Good Standing

1.Name and Title of the applicant: 777VINEVILLE FOOD MART INC

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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

NO

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.

Srinivas Reddy Arekala - OWNER A.SReddy

Print and Sign Name

Sworn to and subscribed before me this

21ST day of Aug, 2024.

Notary Public

My Commission Expires: 7-14-28

ADNAN CHARANIA
Notary Public, Georgia
Gwinnett County
My Commission Expires
July 14, 2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

Macon-Bibb County
Certificate of Good Standing

1.Name and Title of the applicant: 777VINEVILLE FOOD MART INC

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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

NO

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.

Srinivas Reddy Arekala - OWNER A.SReddy

Print and Sign Name

Sworn to and subscribed before me this

21ST day of Aug, 2024.

Notary Public

ADNAN CHARANIA
Notary Public, Georgia
Gwinnett County
My Commission Expires
July 14, 2028

My Commission Expires: 7-14-28

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

Macon-Bibb County
Certificate of Good Standing

1.Name and Title of the applicant: Virginia Berg

2.Name of the subject of this Certificate, if different from the applicant:
Regal Ridge LLC landlord

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

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

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

NO

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.

Virginia Berg
Virginia Berg
Print and Sign Name
governor of Regal Ridge LLC

Sworn to and subscribed before me this
13th day of November, 20 24.

Laura L Barnes
Notary Public
My Commission Expires: 10/30/26

Notary Public
State of Washington
Laura L Barnes
Commission No. 22031323
Commission Expires 10-30-26

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

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: Srinivas Arekala – Fingerprints Completed: 11.15.2024

Business Name: 777Vineville Food Mart Inc DBA Mobile Food Mart

Business Address: 3224 Vineville Ave Macon GA 31204

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

Granted DocuSigned by: 11/25/2024
1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

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

Docusign Envelope ID: 54B5A73E-17A4-4E2E-ABF9-D6348DF5E0CD

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 12/11/2024 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 9790C9C9-9831-4D22-BD06-9BEDBD6B89A4

ADDED TO THE JANUARY 21, 2025 PRE-COMMISSION AGENDA

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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	$2,900	*Malt Packaged to Go	$800	Wine Packaged to Go	$700
*Distilled Spirits C.O.P.	$2,900	*Malt C.O.P	$800	*Wine C.O.P	$700
*Distilled Spirits Wholesaler	$3,600	*Malt Wholesaler	$1,000	Wine Wholesaler	$800
*Distilled Spirits Manufacturers	$4,300	*Malt Manufacturer	$2,500	Wine Manufacturer	$1,700
Brewpub	$2,500	Out-of-Town Wholesaler	$100	Wine Tasting	$500
Sunday Sales	$300	Brown Bag	$0	Alcohol Beverage Caterer	$600
Temporary Alcohol License	$100				
____ Please check here if you are applying for a Business Continuation License. Business Continuation License is **25% of applicable fees.**					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

$ 4,500 **Alcohol License Fees + $400 Application Fee = $** 4900

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

Docusign Envelope ID: 9790C9C9-9831-4D22-BD06-9BEDBD6B89A4

Select One: ✓ New Business ___ Change of location ✓ Change of Business

BUSINESS

Federal Tax ID #: 99-4853840 State Tax ID#: 20300416727

Business Name: Topline Spirits Corporate and Trade Name: Topline Partners, LLC

Local Business Address: 3714 Eisenhower Parkway, Macon, GA 31206
(P.O. Box Not Allowed) City State Zip

Mailing Address: 3714 Eisenhower Parkway, Macon, GA 31206
Street Address (City State Zip)

Local Business Phone #: 478-788-9895 Email Address: sunilmp@gmail.com

Contact Person: Sunil Patel Contact Phone #: 478-390-7001

AGENT

Agent's Name: Sunil Patel Agent's Title: Manager

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

Home Address: 310 Hillridge CV City: Lizella State: GA Zip: 31052

Home Phone #: 478-390-7001 Email: sunilmp@gmail.com

Mailing Address: 310 Hillridge CV City: Lizella State: GA Zip: 31052

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 08/23

Docusign Envelope ID: 9790C9C9-9831-4D22-BD06-9BEDBD6B89A4

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):	Sunil Manubhai Patel		
Home Address:	310 Hillridge CV, Lizella, GA 31052		
Sex	**Race**	**Date of Birth**	**Social Security Number**
Male	Asian	[redacted]	

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

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

Signature _____ Date 11/1/2024

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

Date of Inquiry:_____Time of Inquiry:_____Operator's Initials: _____

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title _____ Date _____

Docusign Envelope ID: 9790C9C9-9831-4D22-BD06-9BEDBD6B89A4

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

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

1) ✓ I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**

2) _____ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

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

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

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

Business Name: Topline Spirits / Topline Partners, LLC

Printed Name of Applicant: Sunil Manubhai Patel

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 1st DAY OF November, 2024.

_____
NOTARY PUBLIC

9/13/2026
MY COMMISSION EXPIRES

JUSTIN S HOLLINGSWORTH
NOTARY
EXPIRES
GEORGIA
September 13, 2026
PUBLIC
BIBB COUNTY

Docusign Envelope ID: 9790C9C9-9831-4D22-BD06-9BEDBD6B89A4

MEASUREMENT FORM

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

APPLICANT: **JUSTIN HOLLINGSWORTH, ATTORNEY FOR TOPLINE PARTNERS, LLC.**

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

BUSINESS LOCATION: **3714 EISENHOWER PKWY.**

BUSINESS NAME: **TOPLINE SPIRITS**

To Be Completed by County Engineer

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

_X_Comply _ Does not Comply

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

_____ Comply _____ Not Applicable __X___Unknown

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

_____ Comply ____Complies , but does not comply with other restrictions

__X___Not Applicable

By: _____
John W. Hayes, Macon-Bibb County Engineer

Date: 10/22/24

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

Docusign Envelope ID: 9790C9C9-9831-4D22-BD06-9BEDBD6B89A4

RETAIL SALES of DISTILLED SPIRITS to GO

(Package Store)

300' from business building corner to nearest corner of church, church property, M-B recreation center, alcohol treatment center, public library, or MHA property.
600' - school ground, school building, education building, or college campus. (revised8-23-23) PJH

Topline Spirits
#3714 Eisenhower Parkway

700' — CHURCH BUILDING 300'

Bloomfield Baptist Church

400' — CHURCH PROPERTY

Bloomfield Baptist Church

11,450' — M-B COUNTY RECREATION CENTER property line

Frank Johnson Recreation Center

15,200' — ALCOHOL TREATMENT CENTER building

River Edge - Fulton Mill Road

1,850' — PUBLIC LIBRARY or BRANCH building

Library Annex - Macon Mall

2,100' — MHA property line

Maple Court

4,300' — SCHOOL GROUND property line 600'

Veterans Elementary

4,400' — SCHOOL BUILDING

Veterans Elementary

1,625 — EDUCATION BUILDING

Central Georgia Technical College

1,550' — COLLEGE CAMPUS

Central Georgia Technical College

3,350' — Existing PACKAGE STORE (1500'+ required)

Macon Beverage Outlet
#4580 Log Cabin Drive

JWA

OK!
Paul A. Horkowski
October 21, 2024

Docusign Envelope ID: 9790C9C9-9831-4D22-BD06-9BEDBD6B89A4

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
34460	599790	Print Legal Ad-IPL01979800 - IPL0197980		$46.36	1	29 L

Attention: Michelle Hill

SMITH, HAWKINS, HOLLINGSWORTH
P. O. BOX 6495
688 WALNUT STREET, SUITE 100
MACON, GA 31208
closer@shhrlaw.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Beer, Wine, Liquor

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the October 15, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Topline Partners, LLC/TopLine Spirits, 3714 Eisenhower Pkwy, Macon, GA 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This October 4, 2024. Sunil Patel, Applicant
IPL0197980
Oct 8,15 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:
10/08/24, 10/15/24

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 Demons

Sworn to and subscribed before me this 15th day of October in the year of 2024

Margaret K. Wilson

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

MARGARET KATHLEEN WILSON
My Notary ID # 134916732
Expires May 24, 2028

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

Docusign Envelope ID: 9790C9C9-9831-4D22-BD06-9BEDBD6B89A4

ZONING COMPLIANCE

PERMIT NO: ZC-2024-2730	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 11/05/2024
PARCEL NO: M0840200	**ZONING DISTRICT:**	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Justin Hollingsworth Topline Spirits	
PROPOSED USE:	Package Store	
ADDRESS OF PROPOSED USE:	3714 EISENHOWER PKWY	
PROPERTY OWNER'S NAME:	Khushbu Investments LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing package store in an existing commercial building. The business must continue to operate Monday through Thursday until 9 pm; 10 pm on Friday and Saturday and 7pm on Sunday. No addition or expansion is authorized with this compliance. This approval shall also grant interior renovations if necessary. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to filing a copy of the Macon Bibb County Alcoholic Beverage License with the zoning office. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 11/05/2025

APPROVED BY: Butch Sementilli

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

Docusign Envelope ID: 9790C9C9-9831-4D22-BD06-9BEDBD6B89A4

Control Number : 24169837

STATE OF GEORGIA

Secretary of State

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

CERTIFICATE OF ORGANIZATION

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

TOPLINE PARTNERS LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **09/09/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **09/10/2024**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**TOPLINE PARTNERS LLC**	Control Number:	**24169837**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Retail Trade**	NAICS Sub Code:	**All Other Miscellaneous Retailers**
Principal Office Address:	**3714 Eishenhower Pkwy, Macon, GA, 31206, USA**	Date of Formation / Registration Date:	**9/9/2024**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2024**

REGISTERED AGENT INFORMATION

Registered Agent Name: **SUNIL PATEL**

Physical Address: **310 HILLRIDGE COVE, LIZELLA, GA, 31052, USA**

County: **Bibb**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

Docusign Envelope ID: 9790C9C9-9831-4D22-BD06-9BEDBD6B89A4

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 9/9/2024 3:43:00 PM

BUSINESS INFORMATION

CONTROL NUMBER	24169837
BUSINESS NAME	TOPLINE PARTNERS LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	09/09/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS	310 HILLRIDGE COVE, LIZELLA, GA, 31052, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
SUNIL PATEL	310 HILLRIDGE COVE, LIZELLA, GA, 31052, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
SUNIL PATEL	ORGANIZER	310 HILLRIDGE COVE, LIZELLA, GA, 31052, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	SUNUL PATEL
AUTHORIZER TITLE	Organizer

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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: Topline Spirits Name of Corporation: Topline Partners, LLC

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

Individual:

Name and Title: Hitesh K. Patel Telephone Number: 929-392-7670

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

Residential Street Address: 17N520 Adams Dr., Dundee, IL 60118
P.O. Box Not Allowed (City State Zip)

Mailing Address: 17N520 Adams Dr., Dundee, IL 60118
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): _____
- Member holdings 10 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

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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: Topline Spirits Name of Corporation: Topline Partners, LLC

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

Individual:

Name and Title: Darshan Bhavsar Telephone Number: 630-550-6551

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

Residential Street Address: 839 Oak Ridge Blvd, Elgin, IL 60120
P.O. Box Not Allowed (City State Zip)

Mailing Address: 839 Oak Ridge Blvd, Elgin, IL 60120
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): _____
- Member holdings 20 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

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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: Topline Spirits Name of Corporation: Topline Partners, LLC

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

Individual:

Name and Title: Aiav Patel Telephone Number: 847-343-2618

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

Residential Street Address: 17N520 Adams Dr., Dundee, IL 60118
P.O. Box Not Allowed (City State Zip)

Mailing Address: 17N520 Adams Dr., Dundee, IL 60118
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): _____
- Member holdings 20 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

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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: Topline Spirits Name of Corporation: Topline Partners, LLC

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

Individual:

Name and Title: Purvi H. Patel Telephone Number: 929-392-7640

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

Residential Street Address: 829 Mansfield Ct., Schaumburg, IL 60194
P.O. Box Not Allowed (City State Zip)

Mailing Address: 829 Mansfield Ct., Schaumburg, IL 60194
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): _____
- Member holdings 10 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

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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: Topline Spirits Name of Corporation: Topline Partners, LLC

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

Individual:

Name and Title: Jayesh J. Patel, Trustee Telephone Number: 847-910-3814

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

Residential Street Address: 538 Bonnie Ln., Inverness, IL 60067
P.O. Box Not Allowed (City State Zip)

Mailing Address: 538 Bonnie Ln., Inverness, IL 60067
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): _____
- Member holdings 20 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

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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: Topline Spirits Name of Corporation: Topline Partners, LLC

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

Individual:

Name and Title: Sunil Manubhai Patel Telephone Number: _____

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

Residential Street Address: 310 Hillridge CV, Lizella, GA 31052
P.O. Box Not Allowed (City State Zip)

Mailing Address: 310 Hillridge CV, Lizella, GA 31052
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- ✓ Managing Member, Total number of Managing Member(s): 1
- ✓ Member holdings 20 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Sunil Last Name: Patel

Home Address: 310 Hillridge Cv City: Macon State: GA Zip: 31052

Home Phone #: 478-390-7001 Email: sunilmp@gmail.com

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

Mailing Address: 310 Hillridge Cv City: Macon State: GA Zip: 31052

- **A certificate showing completion of an Alcohol Handler's training course taken within the last three years.**
- **An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.**
- **Current Color photograph of applicant.**
- **$25 cash, money order/check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner's Office**

CERTIFICATION

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

Applicant's Signature Date 11/1/2024

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

This 1st day of November, 20 24.

Notary Public

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC EXPIRES GEORGIA September 13, 2026 BIBB COUNTY

My Commission Expires 9/13/2026

Rev. 7/202121

Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

SUNIL PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-10-03

Serial No.

cert_d08w152r

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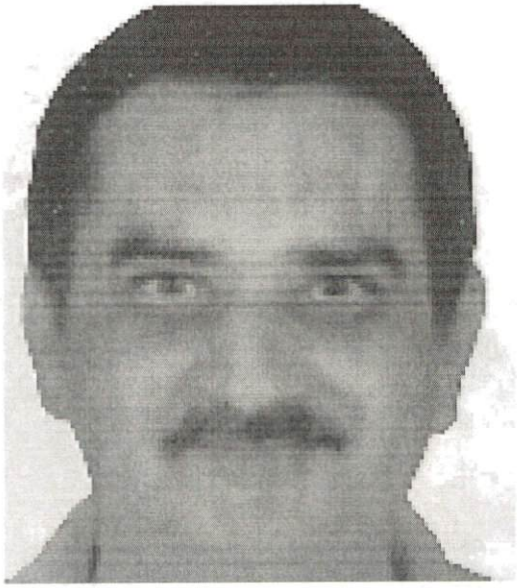
Sunil M Patel



AH000015

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: 9790C9C9-9831-4D22-BD06-9BEDBD6B89A4

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into as of the 3rd day of December, 2024 by **Khushbu Investments, LLC**, a Georgia limited liability company (referred to as "Landlord") and **Topline Partners, LLC**, a Georgia limited liability company ('Tenant"). Landlord owns a building and other improvements (the "Improvements") on real property located at 3714 Eisenhower Parkway, Macon, GA 31206 more fully described in Exhibit "A" attached hereto (which said premises together with the Improvements thereon are hereinafter the "Premises"). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises on the terms and conditions set forth in this Lease.

1. TERM. The term of this Lease (the "Term") shall commence the later of the time Tenant has all permits needed for Tenant to operate its business (including alcohol licenses) (the "Commencement Date") and, unless sooner terminated in accordance with the terms hereof, end five years later (the "Expiration Date"). If the first day of the Term shall be a day other than the first day of the calendar month, then the Term shall be deemed extended by the number of days between the Commencement Date of this Lease and the first day of the first calendar month thereafter, so that the Term shall expire at the end of a calendar month. Tenant shall have a one time five year option to extend the term of the Lease for terms to ne negotiated in good faith between the parties.

2. RENT. Beginning on the Commencement Date and continuing for a period of five years or sixty months, Tenant shall pay to Landlord "Base Rent" described below. The term "Lease Year" shall mean the period from the Commencement Date through the first December 31st following the Commencement Date, January 1st through December 31st for each subsequent full calendar year during the Term, and January 1st to the end of the Term for the final Lease Year.

(a) Rent. The minimum monthly rent payable throughout the first five years of the Term shall be $5,500.00 (aforementioned monthly amounts referred to as "Rent"). Rent shall be paid in advance on or before the first day of each calendar month during the Term, except for the first calendar month. Upon execution of this Lease, Tenant shall pay to Landlord Rent for the first full calendar month of the Term. If the first month of the Term shall be a partial month, Rent shall be prorated on a daily basis and the amount due for such partial month shall be paid on or before the first day of the first full calendar month following the Commencement Date.

(b) Late Charges. If Tenant fails to make any Rent or other payments required by this Lease to be paid to Landlord within ten (10) days after it is due, Landlord may elect to impose a late charge of ten percent (10%) of the overdue payment, to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

(c) Place of Payment. Tenant shall pay the Rent and other amounts required to be paid by Tenant hereunder to Landlord at the address for Landlord set forth on the last page of this Lease, or at such other place as Landlord may from time to time designate in writing.

(d) References to Rent. All references to "Rent" or "Rental" in this Lease shall

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mean Rent and all other payments required of Tenant under this Lease unless otherwise expressly specified.

3. SECURITY DEPOSIT. Landlord shall require Tenant to place with Landlord a security deposit of $0.

4. INSURANCE AND DAMAGE.

(a) Landlord shall be responsible for carrying liability and property insurance on the Premises as long as the lease is valid. Damages caused by fire or acts of God shall be repaired or replaced by Landlord unless caused by the gross negligence of the Tenant, and whether or not any insurance proceeds will be sufficient for the purpose. However, Tenant shall pay all costs of moving its property when required in connection with repairs of the Premises.

(b) Tenant shall, at Tenant's sole cost and expense, maintain and keep in force for the life of this Lease a general liability insurance policy insuring the Premises for claims for bodily injury, death and/or property damage, with a combined single limit of $2,000,000.00 per accident or occurrence (the "Liability Insurance Policy"). Lessor shall be named as an additional insured in said policy. The aforesaid dollar limits shall not in any way limit the liability of Tenant. The insurance will be with a company acceptable to Lessor.

(c) Tenant shall, at Tenant's sole cost and expense, maintain and keep in force for the life of this Lease Liquor Liability insurance.

5. TAXES.

(a) Taxes on Leasehold. Tenant shall be responsible for and shall pay before delinquent all taxes assessed during the Term against any leasehold or personal property of any kind owned by or placed upon or about the Premises by Tenant.

(b) Real Property Taxes. Landlord shall pay all real property taxes and assessments levied, assessed or imposed during the Term upon the Premises.

6. INDEMNITY. Tenant assumes full responsibility for and shall indemnify, defend, protect and hold harmless Landlord from and against any claim, loss, liability, damage, cost, expense, attorneys' fees, suit, or judgment, arising out of or connected with (i) the condition, use, occupancy, management, or control of the Premises; (ii) any failure of Tenant to comply with the terms of this Lease; (iii) the acts or omissions of Tenant, its agents, independent contractors, suppliers, officers, directors, employees, guests or invitees; (iv) any accident or injury occurring at or about the premises, and; (v) any food, beverages (including liquor) or other items sold by Tenant from the Premises (including product liability and other claims). Tenant shall, at its own cost and expense, defend any and all suits which may be brought against Landlord either alone or in conjunction with others upon any such above-mentioned cause or claim, and shall satisfy, pay, and discharge any and all judgments that may be recovered against Landlord in any such action or actions in which Landlord may be a party defendant.

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7. USE OF PREMISES. Tenant agrees that the Premises are in good order and condition, and Tenant shall accept the Premises in the condition which it is in on the Commencement Date, AS IS. The Premises shall be used for the operation of a package store and any other purpose. In connection with the use of the Premises, Tenant shall:

(a) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use of the Premises and correct, at Tenant's own expense, any failure of compliance therewith;

(b) Store all trash and garbage in containers located in the area provided for such purpose, or in such other area on the Premises as Landlord shall designated from time to time. Tenant shall provide and maintain its own trash container at its own expense. Tenant will arrange for the frequent and regular removal of trash and garbage from such container and for the clean up of all paper and other debris around such container or otherwise discarded on the Premises;

(c) Not commit or suffer any strip or waste of the Premises, including, without limitation, the Improvements thereon or any part thereof; and Tenant shall keep the Premises in a neat, clean, sanitary, and orderly condition; and

(d) Not generate, release, store, or deposit on the Premises any environmentally hazardous or toxic substances, materials, wastes, pollutants, oils, or contaminates, as defined by any federal, state, or local law or regulation (collectively, "Hazardous Substances"). Tenant shall indemnify and hold harmless Landlord from and against any and all claims, losses, damages, response costs and expenses of any nature whatsoever (including, without limitation, attorneys', experts', and paralegals' fees) arising out of or in any way related to the generation, release, storage, or deposit of Hazardous Substances on the Premises by Tenant or any other person or entity other than Landlord.

8. DILIGENT OPERATION. Tenant shall use best efforts to operate the business conducted on the Premises in a diligent manner.

9. MAINTENANCE AND ALTERATIONS.

(a) Landlord's Obligations. Landlord shall keep the foundation, the exterior walls (except store fronts, plate glass windows, doors, door closure devices, window and door frames, molding, locks and hardware and painting or other treatment of exterior walls), the parking lot, and roof of the Premises in good repair, except that Landlord shall not be required to make any repairs occasioned by the act of negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires, which repairs shall be made by Tenant. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. Landlord shall be responsible for maintain landscape on the Premises.

(b) Tenant's Obligations. Tenant, at its expense, shall keep the Premises (including, without limitation, HVAC system, sprinkler system, refrigeration equipment, fixtures,

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and all personal property, trade fixtures, and equipment) in first class repair, operating condition, working order, and appearance, and shall make all exterior and interior repairs, renewals, and replacements necessary to that end except as to obligations of Landlord as set out in Section 9(a) above.

(c) Alterations. Tenant shall not make any improvements, alterations or additions to the Premises of any kind without Landlord's prior written consent. Prior to the commencement of any work by Tenant, Tenant shall first submit the following to Landlord and obtain Landlord's written consent to all of the following: Tenant's plans and specifications; Tenant's estimated costs; and the names of all of Tenant's contractors and subcontractors. Landlord shall have the right to require Tenant to furnish adequate security to assure timely payment to the contractors and subcontractors for such work. All work performed by Tenant shall be done in strict compliance with all applicable building, fire, sanitary, and safety codes, and other applicable laws, statutes, regulations, and ordinances, and Tenant shall secure all necessary permits for the same. Tenant shall keep the Premises free from all liens in connection with any such work. All work performed by Tenant shall be carried forward expeditiously, and shall be completed within a reasonable time. Landlord or Landlord's agents shall have the right at all reasonable times to inspect the quality and progress of such work. All improvements, alterations, additions and other work performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed, except for Tenant's trade fixtures, and may not be removed at the expiration of this Lease unless Landlord so requires upon termination of this Lease, or unless the applicable Landlord's consent specifically provides otherwise. Notwithstanding, Landlord's consent to improvements, alterations or additions by Tenant, all such improvements, alterations, additions or other work to be performed by Tenant shall be at the sole cost and expense of Tenant.

10. LIENS. Tenant shall pay when due all claims for work done on or for services rendered or material furnished to the Premises at the request or direction of Tenant, and shall keep the Premises free from any liens other than liens created by Landlord. If Tenant fails to pay any such claim or to discharge any such lien, Landlord may do so and collect the amount paid as additional rent. Amounts paid by Landlord shall bear interest and be repaid by Tenant upon demand as additional rent. Such payment by Landlord shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's default.

11. UTILITIES. Tenant will be responsible for all charges for services and utilities incurred in connection with the use, occupancy, and operation of the Premises, including, without limitation, charges for electricity, gas, telephone service, water, sewer, power, air conditioning, garbage and janitorial services, cleaning, and lighting.

12. ICE, SNOW, AND DEBRIS. Tenant shall, at its sole cost and expense, keep the Premises free and clear of ice, snow, rubbish, debris, and obstructions. Tenant shall save and protect Landlord from any injury whether to Landlord or the Premises or to any other person or property caused by Tenant's failure to perform Tenant's obligations under this Section 12.

13. WAIVER OF SUBROGATION. Neither party shall be liable the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, including sprinkler leakage insurance, if any. All claims or rights

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of recovery for any and all such loss or damage, however caused, are hereby waived. Without limiting the generality of the foregoing, said absence liability shall exist whether or not such loss or damage is caused by the negligence of either Landlord or Tenant or by any of their respective agents, servants or employees.

14. INJURY TO TENANT'S PROPERTY. Landlord shall not be liable for any injury to the goods, stock, merchandise or any other property of Tenant or to any person in or upon the Premises resulting from any cause whatsoever, including, without limitation, fire, collapse of the Improvements or any portion thereof, damage by water, gas or steam, or by reason of any electrical apparatus in or about the Premises. In no event shall Landlord be liable for any incidental or consequential damages of Tenant under this Lease for any reason, and Tenant waives any claims against Landlord therefor.

15. EMINENT DOMAIN.

(a) Substantial Taking. If, during the Term, all or substantially all of the Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority. A taking of more that twenty five percent (25%) of the area of the Premises shall be deemed to be a substantial taking of the Premises for purposes of this paragraph.

(b) Partial Taking. If, during the Term, less than all or substantially all of the Premises should be taken, the Landlord shall have the following options:

1. If less than twenty-five percent (25%) of the area of the Premises should be taken, then to the extent that the Landlord has received the entire proceeds of such condemnation, as soon as reasonably possible after such taking, the Landlord may repair, replace, restore, and rebuild any remaining part of the Premises so as to constitute complete, independent, building of like quality and character as existed prior to such taking, provided, however, that in no event shall the Landlord be required to contribute more than the amount of condemnation proceeds received toward the repair, replacement, restoration, or rebuilding of the Premises. In such case, this Lease shall not terminate and the Rent payable hereunder during the unexpired Term of this Lease shall be reduced in proportion to the square footage taken, effective on the date physical possession is taken by the condemning authority; or

2. The Landlord may terminate this Lease, at its option and in its sole discretion, as of the date of the condemnation.

(c) Compensation. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises shall be the property of Landlord and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property if a separate award for such items is made to Tenant.

16. DEFAULT. The following shall be events of default:

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(a) Failure of Tenant to pay any Rent when due or failure of Tenant to pay any other charge required under this Lease within ten (10) days after written demand therefor, provided however that Landlord shall not be required to give Tenant more than two (2) such notices in any one year, and after the Landlord has given the Tenant notices (2) such notices, the failure of the Tenant to pay any other charge required under this Lease within five (5) days after such payment is due shall constitute a default which cannot be cured by the Tenant and which will entitle the Landlord to exercise any of its default remedies hereunder.

(b) Failure of Tenant to comply with any term or condition or fulfill any obligation of this Lease (other than the payment of Rent or other charges), within thirty (30) days after Tenant's receipt of written notice by Landlord specifying the nature of the default with reasonable particularity. No notice and no opportunity to cure shall be required (i) if Landlord has previously given Tenant notice of failure to comply with such term or condition or fulfill such other obligation of this Lease two or more times in any twelve-month period during the Term or (ii) in the case of failure of Tenant to provide an Estoppel certificate or subordination agreement when required under this Lease.

(c) Dissolution, termination of existence, or business failure of Tenant; the commencement by Tenant of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Tenant in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor relief; the appointment of or the consent by Tenant to the appointment of a receiver, trustee, or custodian of Tenant or of any of Tenant's property; an assignment for the benefit of creditors by Tenant; Tenant's failure generally to pay its debts as such debts become due; the making or suffering by Tenant of a fraudulent transfer under applicable federal or state law; concealment by Tenant of any of its property in fraud of creditors; the making or suffering by Tenant of a preference within the meaning of the federal bankruptcy law; or the imposition of a lien through legal proceedings or distraint upon any of the property of Tenant which is not discharged or bonded.

(d) Tenant fails, upon termination of this Lease, to surrender the Premises in accordance with Section 19 of this Lease.

17. REMEDIES ON DEFAULT. Upon default, Landlord may exercise any one or more of the following remedies, or any other remedy available under applicable law:

(a) Retake Possession. Landlord may re-enter and retake possession of the Premises, without notice, either by summary proceedings, force, any other applicable action or proceeding, or otherwise. Landlord may use the Premises for Landlord's own purposes or relet it upon any terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default. None of these actions will be deemed an acceptance of surrender by Tenant. To the extent permitted by law, and except as expressly provided in this Lease, Tenant waives the service of any notice of intention to terminate this Lease or to retake the Premises, and waives service of any demand for payment of rent or for possession, and of any and every other notice or demand required or permitted under applicable law.

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(b) Relet the Premises. Landlord at its option may relet the whole or any part of the Premises, from time to time either in the name of Landlord or otherwise, to such tenants, for such terms ending before, on, or after the expiration date of the Term, at such rentals and upon such other conditions (including concessions and free rent periods) as Landlord, in its sole discretion, may determine to be appropriate. Landlord shall have no obligation to relet the Premises or any part and shall not be liable for refusal or failure to relet the Premises, or in the event of any such reletting, for refusal or failure to collect any rent due upon such reletting. No such refusal or failure shall operate to relieve Tenant of any liability under this Lease or otherwise affect Tenant's liability. If there is other comparable unleased space owned by Landlord, Landlord shall have no obligation to attempt to relet the Premises prior to leasing other space.

(c) Damages for Default. Whether or not Landlord retakes possession or relets the Premises, Landlord may recover all damages caused by the default, including but not limited to unpaid rent, attorneys' fees relating to the default (whether or not litigation is commenced), and costs of reletting. Landlord may sue periodically to recover damages as they accrue during the remainder of the Term without barring a later action for further damages. Landlord may at any time bring an action for accrued damages plus damages for the remaining Term equal to the difference between the Base Rent specified in Section 2 and the reasonable rental value of the Premises for the remainder of the Term, discounted to the time of judgment at the rate of six percent (6%) per annum.

(d) Remedies Not Exclusive. The foregoing remedies shall not be exclusive but shall be in addition to all other remedies and rights provided under applicable law, and no election to pursue one remedy shall preclude resort to another remedy.

18. RIGHT OF FIRST REFUSAL. Tenant shall have the right of first refusal to purchase the Premises in the event the Landlord received an offer to purchase. To exercise the right, Tenant must give written notice to Landlord within 30 days of Landlord notifying Tenant that an offer has been made on the Premises.

19. SURRENDER AT EXPIRATION.

(a) Condition of Premises. Upon expiration of the Term or any earlier termination Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Improvements and alterations constructed by Tenant shall not be removed or restored to the original condition unless the terms of Landlord's consent provide otherwise or unless Landlord requires Tenant to remove such improvements or alterations, in which event Tenant shall remove the same and restore and repair the Premises. Depreciation and wear from ordinary use for the purpose for which the Premises were let need not be restored, but all repair for which Tenant is responsible shall be completed to the latest practical date prior to such surrender.

(b) Fixtures.

(i) All fixtures placed upon the Premises during the Term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord when installed. Movable furniture, decorations, floor covering other than hard surface bonded or adhesively fixed

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flooring, curtains, drapes, blinds, furnishings and trade fixtures shall remain the property of Tenant if placed on the Premises by Tenant; provided, however, if Landlord granted Tenant an allowance for improvements, installation, floor coverings, curtains, drapes, blinds or other items, such items shall at Landlord's option become the property of Landlord notwithstanding the installation thereof by Tenant.

(ii) If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the Interest Rate. Tenant shall remove all furnishings, furniture and trade fixtures that remain the property of Tenant. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease. Landlord may effect a removal and place the property in public or private storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal and transportation to storage, and for the cost of repair and restoration of the Premises, with interest on all such expenses from the date of expenditure at the Interest Rate.

(iii) The time for removal of any property or fixtures which Tenant is required to remove from the Premises upon termination shall be as follows:

(1) On or before the date the Lease terminates because of expiration of the Term or because of a default under Section 16.

(2) Within ten (10) days after notice from Landlord requiring such removal where the property to be removed is a fixture which Tenant is not required to remove except after such notice by Landlord, and such date would fall after the date on which Tenant would be required to remove other property.

(c) Holdover.

(i) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month-to-month, subject to all of the provisions of this Lease except the provision for the Term, which shall be from month to month, and except the Base Rent provided herein which shall be 125% of the Base Rent during the last month of the original Term and which shall continue during the period of the month-to-month tenancy. Failure of Tenant to remove fixtures, furniture, furnishings or trade fixtures which Tenant is required to remove under this Lease shall constitute a failure to vacate to which this Section 19 (c) shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(ii) If a month-to-month tenancy results from a holdover by Tenant under this Section 19(c), the tenancy shall be terminable at will by Landlord.

20. ASSIGNMENT AND SUBLETTING.

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(a) General. Tenant shall be allowed to assign its interest in this Lease with the prior written consent of Landlord, which consent may not be unreasonably withheld. The giving of consent by Landlord to a transfer in one instance shall not preclude the need for Tenant to obtain Landlord's consent to further transfers. If Tenant is permitted to make any transfer pursuant to the consent of Landlord, Tenant shall not be relieved of its obligations under this Lease, but shall remain primarily liable to Landlord for performance of all such obligations. If Tenant requests consent to a proposed assignment, sublet, or other transfer, Tenant shall pay to Landlord all of Landlord's costs and attorney's fees incurred in connection with such request.

(b) Unapproved Transfers. Any attempted transfer or encumbrance in violation of the requirements of this Section 20 shall be null and void and, at the option of Landlord, shall constitute a default that entitles Landlord to terminate this lease and/or to exercise its other rights and remedies for such default.

21. SUBORDINATION. Tenant's interest hereunder shall be subject and subordinate to all mortgages, trust deeds, and other financing and security instruments placed on the Premises by Landlord from time to time ("Mortgages"). The provisions of this Section 21 shall be self-operating. Notwithstanding the foregoing, Tenant agrees upon demand to execute such further instruments subordinating this Lease as Landlord may request. At Landlord's request, Tenant shall promptly furnish Landlord current and past balance sheets and operating statements in the form requested by the holder of any Mortgage to which Landlord applies for financing concerning the Premises.

22. ESTOPPEL CERTIFICATE. Tenant shall from time to time, within ten (10) days following Tenant's receipt of Landlord's written request, deliver to Landlord, or to any person designated by Landlord, a statement in writing, in the form submitted to Tenant by Landlord, certifying whether this Lease is unmodified and in full force and effect, the dates to which Rent and other sums and charges payable hereunder have been paid, and any other information concerning this Lease as Landlord reasonably requests.

23. LANDLORD'S RIGHT TO CURE DEFAULT. If Tenant shall fail to perform any of the covenants or obligations to be performed by Tenant, Landlord, in addition to all other remedies provided herein, shall have the option (but not the obligation) to cure such default. All of Landlord's expenditures incurred to correct the default shall be reimbursed by Tenant upon demand with interest from the date of expenditure at the Interest Rate. Landlord's right to cure defaults is for the sole protection of Landlord and the existence of this right shall not release Tenant from the obligation to perform all of the covenants herein provided to be performed by Tenant, or deprive Landlord of any other right which Landlord may have by reason of such default by Tenant.

24. INSPECTION. Landlord and Landlord's agents and representatives, shall have the right to enter the Premises at any time to determine Tenant's compliance with this Lease, to make necessary repairs, to post notices of nonresponsibility, to show the Premises to any prospective tenants or purchasers, or for any other lawful purpose. Tenant shall at all times provide Landlord with a key to all doors at the Premises.

25. LANDLORD'S LIABILITY. The liability of Landlord under this Lease shall be

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limited to Landlord's interest in the Premises, and any judgment against Landlord shall be enforceable solely against Landlord's interest in the Premises. In the event the original Landlord hereunder, or any successor owner of the Premises, shall sell, convey, or otherwise transfer its interest in the Premises, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing thereafter shall terminate. All liabilities and obligations of Landlord accruing thereafter shall be binding upon the new owner. Tenant agrees to attorn to such new owner.

26. EFFECT OF FAILURE TO CONSENT. If Tenant shall request Landlord's consent and Landlord shall fail or refuse to give such consent, Tenant shall not be entitled to any damages for any such withholding by Landlord of its consent, it being intended that Tenant's sole remedy shall be an action for specific performance or injunction, and that such remedy shall be available only in those cases where Landlord as a matter of law may not unreasonably withhold its consent.

27. RESTRICTIONS. This Lease is subject to all easements, restrictions, agreements of record, mortgages and deeds of trust, zoning and building laws, and all other laws, statutes, codes, ordinances, rules, regulations and other governmental requirements now in effect or becoming effective after the date this Lease is executed, including, without limitation.

28. ATTORNEY'S FEES. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Lease or with respect to any dispute relating to this Lease, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

29. BROKERS. Landlord represents and warrants that it has dealt with no broker, agent, or other person in connection with this transaction. Landlord agrees to indemnify and hold Tenant harmless from and against any claims by any broker, agent, or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

30. AUTHORITY. The person executing this Lease on behalf of Tenant hereby covenants and warrants that the execution of this Lease is duly authorized by Tenant, that Tenant is qualified to do business in the State where the Premises are located and that the person signing on behalf of Tenant was authorized by Tenant to bind Tenant to this Lease. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing covenants and warranties.

31. NOTICES. Any notice required or permitted under this Lease shall be in writing and shall be deemed given when actually delivered by facsimile, hand delivery, or overnight courier, or when deposited in the United States mail as certified or registered mail, return receipt

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requested, addressed to the addresses set forth on the last page of this Lease or to such other addresses as may be specified from time to time by either of the parties in the manner above provided for the giving of notice.

32. MISCELLANEOUS PROVISIONS. Time is of the essence of this Lease. The acceptance by Landlord of any Rent or other benefits under this Lease shall not constitute a waiver of any default. Any waiver by Landlord of the strict performance of any of the provisions of this Lease shall not be deemed to be a waiver of subsequent breaches of the same character or of a different character, occurring either before or subsequent to such waiver, and shall not prejudice Landlord's right to require strict performance of the same provision in the future or of any other provision of this Lease. This Lease contains the entire, final and complete agreement of the parties with respect to the matters set forth in this Lease. This Lease shall not be amended or modified except by agreement in writing, signed by the parties hereto. Subject to the limitations on the assignment or transfer of Tenant's interest in this Lease, this Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors, and assigns. No remedy herein conferred upon or reserved to Landlord or Tenant shall be exclusive of any other remedy herein provided or provided by law, but each remedy shall be cumulative. In interpreting or construing this Lease, it is understood that Tenant may be more than one person, that if the context so requires, the singular pronoun shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply equally to corporations, partnerships, and individuals. Section headings are for convenience and shall not affect any of the provisions of this Lease. If any provision of this Lease or the application thereof to any person or circumstance is, at any time or to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. All agreements (including, but not limited to, indemnification agreements) set forth in this Lease, the full performance of which are not required prior to the expiration or earlier termination of this Lease, shall survive the expiration or earlier termination of this Lease and be fully enforceable thereafter. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or trust deed made by Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease. In the event Tenant now or subsequently consists of more than one person, firm, or corporation, then all such persons, firms, or corporations shall by jointly and severally liable as Tenant under this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of where the Premises are located.

33. SPECIAL STIPULATIONS.

(a) Liquor store cannot be relocated from this location during the term of this Lease except for cases of casualty loss whereby Landlord elects to no rebuild.

[Signature Page to Follow]

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal in duplicate as of the day and year first written above.

Landlord:
KASHUBU IVESTMENTS, LLC

DocuSigned by:
By: SUNIL PATEL
9970E99420084C7...
Sunil Patel, Manager

Address: 310 Hillridge CV Lizella GA 31052

Tenant:
TOPLINE PARTNERS, LLC

DocuSigned by:
By: SUNIL PATEL (L.S.)
9970E99420084C7...
Sunil Patel, Manager

Address: 3714 Eisenhower PKwy Macon, Ga 31206

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Exhibit "A"

Legal Description

3714 Eisenhower Parkway, Macon, GA 31206

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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: 11/1/2024

Business Name: Topline Spirits / Topline Partners, LLC

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

This 1st day of November, 2024

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC GEORGIA September 13, 2026 BIBB COUNTY

_____ Notary Public

9/13/2026 My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: _____ Date: _____
(If different from Agent)

Title: _____

Business Name: _____

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

This _____ day of _____, 20____ .

_____ Notary Public

_____ My Commission Expires

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PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Topline Spirits / Topline Partners, LLC

Business Address: 3714 Eisenhower Parkway, Macon, GA

Instructions:

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

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

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

Definitions:

☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

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☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☑ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Applicant/Agent Signature

11/1/2024
Date

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

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

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below;and*
4. *have the inspector sign this form approving the security camera system.*

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

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

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

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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: Topline Partners LLC DBA Topline Spirits

Business Address: 3714 Eisenhower Pkwy, Macon GA 31206

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

Code Enforcement Department Designee

12/03/2024
Date

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

Applicant/Agent Signature

12/03/2024
Date

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Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
	Sunil Patel	11/1/2024

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Alcohol License Questionnaire

Name of Business: Topline Spirits
Owner's Name: Topline Partners, LLC
Address: 3714 Eisenhower Parkway
Macon, GA 31206

1. Do you own or are you leasing your business location? ___ Own ✓ Lease

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

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

Please circle one: ✓ Relation, see below ___ No Relation

Owner of property owner entity is a owner of the business

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

Signature	Print Name	Date
	Sunil Patel	11/1/2024

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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: Topline Spirits / Topline Partners, LLC

Business Address: 3714 Eisenhower Parkway, Macon, GA 31206

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

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

Applicant/Agent Signature

11/1/2024
Date

Docusign Envelope ID: 9790C9C9-9831-4D22-BD06-9BEDBD6B89A4

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

1. _____
Name Date of Birth GBPDSA Private Security License #

2. _____
Name Date of Birth GBPDSA Private Security License #

3. _____
Name Date of Birth GBPDSA Private Security License #

4. _____
Name Date of Birth GBPDSA Private Security License #

5. _____
Name Date of Birth GBPDSA Private Security License #

6. _____
Name Date of Birth GBPDSA Private Security License #

7. _____
Name Date of Birth GBPDSA Private Security License #

8. _____
Name Date of Birth GBPDSA Private Security License #

9. _____
Name Date of Birth GBPDSA Private Security License #

Docusign Envelope ID: 9790C9C9-9831-4D22-BD06-9BEDBD6B89A4

Macon-Bibb County
Certificate of Good Standing

Business owner

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

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

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

_____

_____

_____

_____

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

_____
Print and Sign Name

Sworn to and subscribed before me this 1st day of November, 2024

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC EXPIRES GEORGIA September 13, 2026 BIBB COUNTY

_____
Notary Public
My Commission Expires: 9/13/2026

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 9790C9C9-9831-4D22-BD06-9BEDBD6B89A4

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Topline Partners, LLC
2. Name of the subject of this Certificate, if different from the applicant: Khushbu Investments, LLC (property owner)
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

Print and Sign Name

Sworn to and subscribed before me this 1st day of November, 2024.

Notary Public

My Commission Expires: 9/13/2026

JUSTIN S HOLLINGSWORTH NOTARY PUBLIC EXPIRES GEORGIA September 13, 2026 BIBB COUNTY

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 9790C9C9-9831-4D22-BD06-9BEDBD6B89A4

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: Sunil Patel – Fingerprints Not Required

Business Name: Topline Partners LLC DBA Topline Spirits

Business Address: 3714 Eisenhower Pkwy Macon GA 31206

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

Granted DocuSigned by: 12/20/2024
1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

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

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

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

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

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

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

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

Docusign Envelope ID: 9790C9C9-9831-4D22-BD06-9BEDBD6B89A4

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

Review Form

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

The following required documents are included in the application:

___ Signature form

___ BSO Recommendation letter

___ Proof of Planning and Zoning compliance

___ Affidavit from the Macon-Bibb County Engineer's Department

___ Affidavit from the Macon Telegraph Newspaper

Legal Review 1/16/2025 (Date) DS SD (Initials)

Comments

After review, legal recommends approval.

Initials

Initial SF Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

ADDED TO THE JANUARY 21, 2025 PRE-COMMISSION AGENDA

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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	$2,900	*Malt Packaged to Go	$800	Wine Packaged to Go	$700
*Distilled Spirits C.O.P.	$2,900	*Malt C.O.P	$800	*Wine C.O.P	$700
*Distilled Spirits Wholesaler	$3,600	*Malt Wholesaler	$1,000	Wine Wholesaler	$800
*Distilled Spirits Manufacturers	$4,300	*Malt Manufacturer	$2,500	Wine Manufacturer	$1,700
Brewpub	$2,500	Out-of-Town Wholesaler	$100	Wine Tasting	$500
Sunday Sales	$300	Brown Bag	$0	Alcohol Beverage Caterer	$600
Temporary Alcohol License	$100				
____ Please check here if you are applying for a Business Continuation License. Business Continuation License is **25% of applicable fees.**					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

$ 1500 Alcohol License Fees + $400 Application Fee = $ 1900

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.08/2023

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

Select One: ✓ New Business ___ Change of location ___ Change of Business

BUSINESS

Federal Tax ID #: 99-4908057 State Tax ID#: 2030054124

Business Name: Citgo 1681 LLC Corporate and Trade Name: Citgo Food Mart

Local Business Address: 1681 Rocky Creek Rd. Macon, GA - 31206
(P.O. Box Not Allowed) City State Zip

Mailing Address: 1681 Rocky Creek Rd, Macon, GA - 31206
Street Address (City State Zip)

Local Business Phone #: 478-781-7154 Email Address: ___

Contact Person: Ricky Patel Contact Phone #: 470-601-2777

AGENT

Agent's Name: Manishkumar M Patel Agent's Title: Manager

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

Home Address: 5577 Houston Rd, Apt-1502 City: Macon State: GA Zip: 31216

Home Phone #: [redacted] Email: m2mumat@gmail.com

Mailing Address: 1681 Rocky Creek Rd City: Macon State: GA Zip: 31206

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: Natavarlal K patel Title: owner

Home Address: 124 Cmiynuger cir City: Macon State: GA Zip: 31206

Home Phone #: [redacted] Email: natavarlalpatel50@gmail.com

Mailing Address: 1681 Rocky Creek Rd City: macon State: GA Zip: 31206

Rev. 12/24

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

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):	Natavarlal K Patel		
Home Address:	124 Umiya nager cir, macon, GA-31206		
Sex	**Race**	**Date of Birth**	**Social Security Number**
Male	Asian	[redacted]	

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

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

N. K. Patel. 09/25/24

Signature Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

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):	Manishkumar M Patel		
Home Address:	~~1681~~ 5577 Houston Rd, Apt-1502, Macon, GA-31206		
Sex	**Race**	**Date of Birth**	**Social Security Number**
male	Asian	[redacted]	

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

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

Patel Manish m. 12/20/24

Signature Date

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

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

Purpose Code used: (check one)

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

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

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	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

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

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) LO 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: Citgo Food mart / citgo 1681 LLC

Printed Name of Applicant: Natavarlal R Patel

*Signature of Applicant: N. R. Patel.

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 25th DAY OF September, 2024.

M M BAROT
NOTARY PUBLIC

March 25th 2028
MY COMMISSION EXPIRES

MITULKUMAR BAROT
MY COMMISSION EXPIRES
NOTARY PUBLIC
MARCH 25, 2028
HOUSTON COUNTY, GEORGIA

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

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

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

1) _____I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**

2) ✓ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

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

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

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

Business Name: Citgo 1681 LLC # Citgo Food Mart

Printed Name of Applicant: Manishkumar M Patel

*Signature of Applicant: Patel Manish M

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 20th DAY OF Dec, 20 24.

NOTARY PUBLIC

March 25th 2028
MY COMMISSION EXPIRES

MITULKUMAR BAROT
MY COMMISSION EXPIRES
NOTARY PUBLIC
MARCH 25, 2028
HOUSTON COUNTY, GEORGIA

Applicant Status: Deferred Action - Temporary Employment Authorized

SAVE Response Details

Case Verification Number

024358191903NX

Employment Authorization Document (EAD) Expiration Date

0/30/2026

Provision of Law Code

C14

Agency Submitted Details

Full Name

Manishkumar Patel

Date of Birth

[redacted]

A-Number/USCIS Number

[redacted]

Initiated On

12/23/2024

Initiated By

JREN0851

Point of Contact Name

Jennifer Renfroe

Point of Contact Phone Number

(478) 310-3576

Requested Benefits

Occup. Tax Cert.

Attached Document

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

MEASUREMENT FORM

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

APPLICANT: NATAVARLAL K PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 1681 ROCKY CREEK RD.

BUSINESS NAME: CITGO 1681 LLC CITGO FOOD MART

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
   _X_Comply Does not Comply

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

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
   _____ Comply ____Complies , but does not comply with other restrictions

   __X__Not Applicable

By: _____
for John W. Hayes, Macon-Bibb County Engineer

Date: 10/10/2024

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

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

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

(Revised 8-23-2023) PJH

Citgo Food Mart
#1681 Rocky Creek Road

OK!
Paul J. Hoinowski
October 8, 2024

4,300' — SCHOOL GROUND property line

Southfield Elementary

4,550' — SCHOOL BUILDING

Southfield Elementary

8,000' — COLLEGE CAMPUS property line

Central Georgia Technical College

26,550' — ALCOHOLIC TREATMENT CENTER building

River Edge - Emery Highway

1,650' — PUBLIC LIBRARY or BRANCH building

Bloomfield Library

4,450' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Shakespeare Homes

2,450' — CHURCH (building)

Walking in Grace Fellowship

2,450' — CHURCH GROUNDS

Walking in Grace Fellowship

500' — M-B COUNTY RECREATION CENTER property

Bloomfield - Gilead Recreation Center

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')

Applicant self-identified as a:
"Gas Station"

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

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
124113	597022	Print Legal Ad-IPL01961960 - IPL0196196		$46.36	1	32 L

Attention: Citgo 1681 LLC Natavarlal K Patel

CITGO 1681 LLC
1681 ROCKY CREEK RD
MACON, GA 31206

natavarlalpatel50@gmail.com

NOTICE

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the 29nd day of September, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **Citgo 1681 LLC/Citgo Food Mart (dba) 1681 Rocky Creek Rd. Macon, GA 31206.** The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 3120' within fourteen days of the date shown below.".

This 6th day of October, 2024. Natavarlal K. Patel, Applicant
IPL0196196
Sep 29,Oct 6 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:
09/29/24, 10/06/24

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.

Willmenia Jernigan

Sworn to and subscribed before me this 7th day of October in the year of 2024

Margaret K. Wilson

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

MARGARET KATHLEEN WILSON
My Notary ID # 134916732
Expires May 24, 2028

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

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

ZONING COMPLIANCE

PERMIT NO: ZC-2024-2579	PERMIT TYPE: Permitted use	DATE ISSUED: 09/30/2024
PARCEL NO: O1010082	ZONING DISTRICT: C-1	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Natavarlal K. Patel Citgo 1681 LLC DBA Citgo Food Mart	
PROPOSED USE:	Change of ownership c-store	
ADDRESS OF PROPOSED USE:	1681 ROCKY CREEK RD	
PROPERTY OWNER'S NAME:	KGV 2019 LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

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

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 09/30/2025

APPROVED BY: John Langstaff

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

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Control Number : 24171492

STATE OF GEORGIA

Secretary of State

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

CERTIFICATE OF ORGANIZATION

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

CITGO 1681 LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **09/10/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **09/12/2024**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

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ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 9/10/2024 10:52:06 AM

BUSINESS INFORMATION

CONTROL NUMBER	24171492
BUSINESS NAME	CITGO 1681 LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	09/10/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS	1681 ROCKY CREEK RD, MACON, GA, 31206, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
NATAVARLAL PATEL	1681 ROCKY CREEK RD, MACON, GA, 31206, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
NATAVARLAL PATEL	ORGANIZER	124 UMIYA NAGAR CIR, MACON, GA, 31206, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	NATAVARLAL PATEL
AUTHORIZER TITLE	Organizer

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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: citgo Food mart Name of Corporation: citgo 1681 LLC

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

Individual:

Name and Title: Natavarlal K Patel (owner) Telephone Number: 773-304-7778

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

Residential Street Address: 124 Umiya-nagar cir, Macon, GA-31206
P.O. Box Not Allowed (City State Zip)

Mailing Address: 1681 Rocky creek Rd, Macon, GA-31206
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): 1
- Member holdings 100 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Natavarlal Last Name: Patel

Home Address: 124 Umiya nager cir City: Macon State: GA Zip: 31206

Home Phone #: 773-304-7778 Email: natavarlalpatel50@gmail.com

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

Mailing Address: 1681 Rocky Creek Rd City: Macon State: GA Zip: 31206

- **A certificate showing completion of an Alcohol Handler's training course taken within the last three years.**
- **An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.**
- **Current Color photograph of applicant.**
- **$25 cash, money order/check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner's Office**

CERTIFICATION

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

N. K. Patel
Applicant's Signature

09/25/24
Date

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

This 25th day of September, 2024

MM Barot
Notary Public

MITULKUMAR BAROT
NOTARY PUBLIC
HOUSTON COUNTY, GEORGIA
MY COMMISSION EXPIRES MARCH 25, 2028

March 25th 2028
My Commission Expires

Rev. 7/202121

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Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

NATAVARLAL PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-09-09

Serial No.

cert_kk944qnr

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

Natavarlal Patel

AH000658

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: manishkumar Last Name: Patel

Home Address: 5577 Houston Rd, APt: 1502 City: macon State: GA Zip: 31216

Home Phone #: 478-262-9993 Email: m2mumat@gmail.com

Date of Birth: [redacted] Social Security Number: _____

Mailing Address: 1681 Rocky creek Rd City: macon State: GA Zip: 31206

- **A certificate showing completion of an Alcohol Handler's training course taken within the last three years.**
- **An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.**
- **Current Color photograph of applicant.**
- **$25 cash, money order/check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner's Office**

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.

Patel Manish m
Applicant's Signature

12/20/24
Date

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

This 20th day of DEC, 20 24.

MBarot
Notary Public

MITULKUMAR BAROT
MY COMMISSION EXPIRES
NOTARY
PUBLIC
MARCH 25, 2028
HOUSTON COUNTY, GEORGIA

March 25th 2028
My Commission Expires

Rev. 06/24

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Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

MANISHKUMAR PATEL

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-12-20

Serial No.

cert_z75z9txg

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Manishkumar M. Patel

AH001465

ALCOHOL HANDLER

EXP: 12/31/2025

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COMMERCIAL LEASE CONTRACT

THIS COMMERCIAL LEASE CONTRACT (the "Lease"), made this 01st day of NOVEMBER of 2024, between between KGV 2019 LLC first party (hereinafter called "Landlord") and CITGO 1681 LLC DBA CITGO FOOD MART, second party (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, this Lease amends, replaces and supersedes all previous agreements for possession of the Premises, as hereinafter defined;

WHEREAS, this Lease shall be the sole agreement between the Landlord and Tenant as to the possession of the Premises;

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

PREMISES AND RENT: The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid kept and performed by the Tenant, has leased and rented, and by these presents leases and rents unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

1681 ROCKY CREEK ROAD,
MACON GA 31206

for the term of five (15) years commencing on the day of NOVEMBER 1ST, 2024__, and ending on the 30TH day of OCTOBER, 2039 for which the Tenant agrees to pay **Landlord, by direct deposit into that certain account to be provided by Landlord,** on the first of each rental month, in advance, a monthly rental of: Seven Thousand Four Hundred Fifty Doller and 00/100 Dollars ($7450.00) per month for the lease term.

The Lease term may be extended for as many as two (2) additional terms of five (15) years each. Said extensions shall occur automatically unless Tenant provides express notice to Landlord prior to the date occurring sixty (60) days prior to the expiration of any term indicating Tenant will not extend, or unless this Lease is otherwise terminated pursuant to the terms hereof.

Upon the commencement of each such extension term, there shall be Rent increases as follows: Extension Term #1 (Years 6-10): $9,450.00; Extension Terms #2 (Years 11-15): $11450.00

SECURITY DEPOSIT: No Security Deposit will be required under this Lease.

USE OF PREMISES: Tenant shall not use the Premises for any illegal activity. Tenant will, at Tenant's own expense, promptly comply with: (i) each and every federal, state and municipal statute, ordinance, code, rule, regulation, order, directive, or requirement, currently or hereafter existing, including, but not limited to, the Americans with Disabilities Act (the "ADA") and all environmental laws, including all of the requirements pertaining to leak detection and other regulatory compliance issues associated with the use of the underground storage tanks. Tenant shall employ a company to assure ongoing UST and GUST compliance, together with all amending and successor federal, state, county, and municipal statutes, ordinances, codes, rules, regulations, orders, directives, or requirements, and the common law, regardless of whether such laws are foreseen or unforeseen, ordinary or extraordinary, applicable to the Premises, Tenant, Tenant's use of or

operations at the Premises, or all of them, (the "Requirements"); (ii) the requirements of any regulatory insurance body; or (iii) the requirements of any insurance carrier insuring the Premises; regardless of whether compliance results from any condition, event or circumstance existing on or after the commencement of the Lease term or requires structural or non-structural repairs or replacements. The failure to mention any specific statute, ordinance, rule, code, regulation, order, directive, or requirement will not be construed to mean that Tenant was not intended to comply with such statute, ordinance, rule, code, regulation, order, directive, or requirement.

TAXES: Tenant shall pay all taxes assessed against the Premises. Tenant shall pay any and all taxes, before delinquency, for any of Tenant's property located thereon. Tenant shall pay any and all other taxes and assessments relating to the Premises and/or Tenant's operation of business thereon, including without limitation sales taxes, use taxes, and occupancy taxes.

INSURANCE: Tenant shall, at Tenant's sole cost and expense, maintain and keep in force for the life of this Lease a general liability insurance policy insuring the Premises, covering the operation of the Tenant's business, and specifically including liquor liability, for claims for bodily injury, death and/or property damage, with limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. Landlord shall be named as an additional insured in said policy. The aforesaid dollar limits shall not in any way limit the liability of Tenant. The insurance will be with a company acceptable to Landlord.

Tenant shall, at Tenant's sole cost and expense, shall at all times during the Term of this Lease procure and maintain in full force and effect an All Risk Property Insurance Policy on the entire property, which shall include flood insurance, and on all improvements constructed thereon and any additions or alterations thereto or replacements thereof. Said policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord and any Landlord's lender in accordance with their respective interests therein. In the event such insurance must be obtained in the name of the Landlord, Landlord will reasonably cooperate with Tenant to obtain the same, but Tenant shall be responsible to pay the policy in full at, or prior to, the time the policy is issued.

Tenant shall procure any and all other insurance as required by law, including without limitation, workers compensation insurance.

Prior to the commencement date, Tenant shall deliver to Landlord certificates of insurance for the aforesaid policies. Each policy of insurance shall provide for ten (10) days prior written notice to Landlord of termination or material modification of said policy by each insurance carrier. At least ten (10) days prior to the date of each annual renewal of each policy, Tenant shall deliver a certificate to Landlord evidencing the renewal, and proof of payment of the premium for such renewal.

ANNUAL ACCOUNTING TO LANDLORD: Tenant shall provide the following to Landlord on an annual basis between January 1 – January 15 each year: (a) proof of proper insurance as required by this Lease; (b) proof of payment of ad valorem taxes; (c) proof of payment of any other taxes related to the business; (d) a financial accounting of the business in the form of a Profit and Loss Statement containing all financial information from the immediately preceding calendar year.

LATE CHARGE ; SERVICE CHARGE FOR RETURNED CHECKS: A Late Charge of $350.00 will be due on any rents received after the 10th of the month. A Service Charge of $50.00 will be due on any returned checks. Landlord reserves the right to refuse to accept personal checks from the Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid. Management will file dispossessory warrants

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on or after the 15th of the month.

TENANT'S INITIALS TENANT'S INITIALS

An additional charge of $125.00 will be added to cover the cost of this warrant plus $35.00 to cover the cost of a writ, if necessary. In the event Landlord elects to hire an attorney to collect rent, or handle dispossessory proceedings, Landlord shall be entitled to recover all costs of collection, including courts costs and attorney fees.

ABANDONMENT/GOVERMENTAL ORDERS: Tenant agrees not to abandon or vacate the Premises during the period of this Lease and to comply with and carry out all rules, orders, requirements, ordinances, and regulations of Federal, State, City and/or County governments.

REPAIRS BY LANDLORD: Landlord shall not be required to make any repairs or improvements to Premises.

TENANT'S ACCEPTANCE OF THE PREMISES AND REPAIRS BY TENANT: Tenant accepts Premises in its present condition and agrees to surrender said Premises in as a good condition at the expiration of this Lease, natural wear and tear excepted. Tenant, at his own expense, whether the same be property of Landlord or Tenant, shall promptly repair and at all times maintain the lease Premises including, without limitation, heating and cooling units and systems in their entirety, store fixtures and equipment, electrical fixtures, equipment and electrical installation, plumbing fixtures, pipes and drains, including keeping all drains and pipes open and clear, all machinery and hardware, painting and decorations, and parking lot. Tenant, at Tenant's sole cost and expense shall keep in good order the the foundation, exterior walls, and abutting of sidewalks. Put simply, TENANT SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE AND REPAIRS ON THE PREMISES AND ACCEPTS THE SAME IN ITS AS-IS CONDITION WITHOUT WARRANTY. *Tenant must keep the Property in a neat and sightly condition.*

LICENSING AND PERMITTING: Tenant shall be solely responsible for obtaining and maintaining any and all licensing and permitting necessary to conduct its business within the Premises at Tenant's sole cost and expense, which shall include, without limitation, any Coin Operated Amusement Machine licensing and business licensing. Any and all changes in Tenant licensing and/or permitting must be approved by Landlord in writing prior to Tenant taking action to make such changes.

It is acknowledged and agreed that Tenant shall be required to assume and strictly comply with any and all Landlord's agreements binding the Premises. These agreements include, but are not limited to, any fuel supply agreement. If the fuel supply agreement ends during the Tenant's term, then the Tenant may only enter into a new fuel supply agreement with the express written permission of the Landlord. It is understood that Tenant shall not encumber the Premises in any way. Tenant agrees to terminate all vendor agreements at the termination of this Lease and shall hold Landlord harmless herein. Tenant further agrees that Tenant shall not bind the Landlord to any coin operated amusement machines ("COAM") agreement without the written consent of the Landlord. If Landlord consents to the COAM agreement, then Tenant shall obtain a no dispute certification and/or similar document from the master licensee at least five (5) days before the termination of the Lease and the Tenant assures that the master licensee shall send the no dispute certification to Georgia Lottery Corporation by or before the termination of this Lease. With Landlord's written consent, Tenant may enter into a COAM agreement for the Premises as long as the agreement is for a term of only one (1) year with no renewals and/or extensions.

EQUIPMENT, IMPROVEMENTS, AND TRADE FIXTURES: .Landlord retains title and ownership to all trade fixtures, apparatus and equipment located upon the Premises on the commencement of this Lease, including all attached to or used in connection with the Premises including, but not limited to, coolers, freezers, ice machine, counters, shelves deli equipment, gasoline dispensers and underground gasoline storage tanks,

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pumps, dispensers, signage and self-service equipment, heating and cooling systems, walk-in coolers, and electronic monitoring equipment, and the pipelines appurtenant thereto all of which shall remain the property of the Landlord and shall not, without the prior written consent of Landlord, be removed at any time by Tenant. All alterations, additions and improvements (except trade fixtures put in at the expense of the Tenant) shall remain upon and be surrendered with the Premises as part thereof at the termination of this lease, however, the Tenant is to make no changes of any nature in the above mentioned Premises without written consent from the Landlord of his Agent. The Tenant also agrees to indemnify the Landlord and his Agents against loss caused by and mechanic or material-man's lien against the property based on repairs, alterations, or improvements undertaken by the Tenant. Tenant ma (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all trade fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

DESTRUCTION OF OR DAMAGE TO PREMISES: In the event of the total destruction of the Premises by fire or other casualty, this lease shall cease and come to an end and the Tenant shall be liable for rent only up to the time of such destruction. Should the Premises herein leased by partially damaged by a fire or other casualty at any time during the term hereof, the Tenant shall give immediate notice to the Landlord, who shall thereupon cause the same to be promptly repaired. A reduction of rent, proportionate to interference to occupancy shall be allowed the Tenant during the time necessary to restore said Premises or make the necessary repairs, as the case may be, but no reduction, however, shall be allowed for any interruption by reason of damage or repairs to adjoining or contiguous premises.

INDEMNITY: Tenant shall be responsible for the loss of or damage to property, or injury to persons, occurring in or about the Premises, by reason of any existing or future condition, defect matter of thing in said Premises or the property of which the Premises are part of, for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about Premises.

SUBLET AND ASSIGNMENT: Tenant may not sublet the Premises or assign this Lease without written consent of Landlord.

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

ATTORNEY'S FEES AND COSTS OF COLLECTION: Whenever any sums due hereunder by law, or by attorney at law, Tenant agrees to pay all attorneys' fees.

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NON-WAIVER: The rights of the Landlord herein granted are cumulative and not restrictive of any other rights under the law, and failure on the part of the Landlord to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

EXTERIOR SIGNS: Tenant shall place no signs upon the outside walls or roof of the Premises except with written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any damages caused by installation, use or maintenance of said signs. Tenant, upon the expiration of this Lease, and any extension or renewal thereof, shall remove said signs and agrees upon removal of said signs to repair all damage incident to such removal.

ENTRY FOR CARDING, ETC.: Landlord may card the Premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease or in the event of default by the Tenant. Landlord may enter the Premises at reasonable hours to exhibit same prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

UTILITIES: Tenant shall promptly pay all deposits, hook up costs, utility bills, including but limited to water, sewer, gas, electricity, telephone, garbage fees accruing against the said property. If Tenant fails to pay any of the bills, Landlord may pay the same and such payment shall be added to and become part of the next rental payment due under this lease together with an administrative fee of One Hundred and No/100 Dollars ($100.00).

NO ESTATE IN LAND: This lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

HOLDING OVER: If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescing; and without any express agreement of parties, Tenant shall be a tenant at will at the rental rate which is in effect of the end of the Lease; and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence , then Tenant shall be a tenant at sufferance and, commencing on the date following the date of such expiration, the monthly rental payable at time of expiration, for each month or fraction therefore during which Tenant so remains in possession, by twice the monthly rental otherwise payable.

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

DEFINITIONS: Whenever in this instrument the terms LANDLORD, TENANT, and/or AGENT are used, the same shall be construed to include heirs, executors, administrators, successors and assigns of said designated party.

TERMINATION: Landlord shall have the unilateral right to terminate this Lease upon thirty (30) days' notice to Tenant. Tenant specifically acknowledges and further agrees that in the event this Lease is terminated, any of Tenant's inventory, trade fixtures, equipment or improvements that are not, or cannot be removed in accordance with the other provisions of this Lease within twenty-four (24) hours of the date of such termination, shall become the sole and entire property of Landlord, and Landlord shall have no obligation to reimburse Tenant for any cost or expenses that Tenant may suffer by the abandonment thereof. Nothing contained herein shall relieve

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or release Tenant from its responsibility to repair all damage to any of the Premises caused by removal of fixtures.

USA PATRIOT ACT: Tenant represents to Landlord that: (i) neither Tenant nor any person or entity that directly owns a ten percent (10%) or greater equity interest in the business nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action; (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, or the regulations or orders promulgated there under (as amended from time to time, the "Money Laundering Act"); and (iii) that throughout the term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act.

GUARANTY OF LEASE: This Lease shall be personally guaranteed by the party, or parties, signing that certain Guaranty of Lease attached hereto as Exhibit "A" and incorporated herein for all purposes by this reference thereto. The parties hereto acknowledge and agree, but for said Guaranty of Lease, Landlord would not have entered into this Lease.

SALE OR TRANSFER OF BUSINESS AND RIGHT OF FIRST REFUSAL: Tenant hereby grants Landlord a right of first refusal to the sale of the business Tenant will operation within the Premises. In the event Tenant desires to sell said business, and receives a bona fide offer for the same, Tenant shall present said offer to Landlord, and Landlord shall be provided thirty (30) days within which to elect whether to purchase the business on the terms contained in said offer. In the event Landlord fails to exercise its right of first refusal within said thirty (30) day window, the same shall be treated as a declination to exercise said right.

In the event Landlord exercises its right of first refusal, Tenant shall void all existing contracts related to the business, except any fuel supply agreement, and Tenant shall pay any and all fees and/or breach penalties associated with such voiding of contracts. In the event of any conflict between this provision and the bona fide offer presented to Landlord, the terms of this provision shall control.

In the event Landlord declines to exercise said right, Tenant may not sell the business without the written consent of Landlord.

In the event of any sale or transfer of the business to the Landlord, Tenant shall allow Landlord to utilize any and all licenses of the Tenant related to the operation of the business for up to one hundred eighty (180) days

This contract contains the entire agreement between parties and no representations, warranties or promises not contained herein shall be binding upon the parties hereto. The LANDLORD has made no promises to make any improvements or repairs upon the rented premises except as noted herein. This Lease shall be governed by and construed under the laws of the State of Georgia without any presumption or rule requiring construction against the party causing such Lease to be drafted. The exclusive venue for any legal action, claim, suit, dispute or matter arising out of or relating to this Lease or any documents to be executed pursuant to this Lease by any of the parties hereto shall be Bibb County, State of Georgia.

In Witness Whereof The Parties Hereto Have Set Their Hand And Seal The Day And Year First Written Above.

LANDLORD: KGV 2019 LLC TENANT: CITGO 1681 LLC DBA CITGO FOOD MART

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

By: N. K. Patel

Name: Name: NATAVARLAL K PATEL

Title: Title:OWNER

EXHIBIT "A"
GUARANTY OF LEASE

THIS GUARANTY OF LEASE (hereafter the "Guaranty") is made a part of that certain **COMMERCIAL LEASE CONTRACT** (hereinafter referenced as "Lease"), effective the 1ST day of NOVEMBER , 2024, by and between KGV 2019 LLC (hereinafter referenced as "Landlord"), and CITGO 1681 LLC DBA CITGO FOOD MART (hereinafter referenced as "Tenant") for the real property and business located at 1681 Rocky creek road, Macon, GA 31206. Landlord is unwilling to enter into the Lease unless **NATAVARLAL K PATEL** (hereafter the "Guarantor") assures Landlord of the full payment and performance of the Tenant's obligations under the Lease.

1) In consideration of the execution of the Lease by Landlord, Guarantor hereby absolutely, unconditionally, irrevocably guaranties to Landlord, and the successors and assigns of the Landlord, the full, timely and complete: (i) payment of all Rent and other sums payable by Tenant to Landlord under the Lease and any amendments or modifications thereto; and (ii) performance of all covenants, representations and warranties made by Tenant and all obligations to be performed by Tenant, pursuant to the Lease (hereafter the "Guaranteed Obligations").

2) Upon any breach or default by Tenant under the Lease, Landlord may proceed immediately against Tenant and/or Guarantor (without joining Tenant or any other person, including, without limitation, Guarantor) to enforce any of Landlord's rights or remedies against Tenant or Guarantor pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Tenant or Guarantor. This Guaranty shall not be released, modified or affected by any failure or delay by Landlord to enforce any of its rights or remedies under the Lease or this Guaranty, or at law or in equity.

3) Guarantor hereby waives: (i) presentment, demand for payment and protest of non-performance under the Lease; (ii) notice of any kind including, without limitation, notice of acceptance of this Guaranty, protest, demand, default, nonpayment, or the creation or incurring of new or additional obligations of Tenant to Landlord; (iii) any right to require Landlord to enforce its rights or remedies against Tenant under the Lease, or otherwise; (iv) any right to require Landlord to
proceed against any security held from Tenant or any other party; (v) any right of subrogation; and (vi) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Guarantor against Landlord or any such security, whether resulting from an election by Landlord, or otherwise. Any partial payment by Tenant or other circumstance which operates to toll any statute of limitations as to Tenant shall operate to toll the statute of limitations as to Guarantor. This Guaranty binds Guarantor's heirs, personal representatives, successors and assigns.

Guarantor has executed this Guaranty as of the 01st day of November, 2024.

Signed, sealed, and delivered **GUARANTOR:**
in the presence of:

N. K. Patel
NATAVARLAL K PATEL

MMBarot My Seal Expire March 25th 2028 (Seal) Witness
SS# 623-11-8521
Address: 124 Umiya Nagar Cir Macon GA 31206.

Notary Public

MITULKUMAR BAROT
MY COMMISSION EXPIRES
NOTARY
PUBLIC
MARCH 25, 2028
HOUSTON COUNTY, GEORGIA

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

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: Patel Manish m Date: 12/20/24

Business Name: Citgo 1681 LLC # Citgo Food Mart

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

This 20th day of Dec, 2024.

Notary Public

MITULKUMAR BAROT NOTARY PUBLIC HOUSTON COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 25th 2028

My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: N. K. Patel Date: 12/20/24
(If different from Agent)

Title: owner

Business Name: Citgo 1681 LLC # Citgo Food Mart

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

This 20th day of Dec, 2024.

Notary Public

MITULKUMAR BAROT NOTARY PUBLIC HOUSTON COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 25th 2028

My Commission Expires

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: citgo Food mart / citgo 1681 LLC

Business Address: 1681 Rocky creek Rd, macon, GA - 31206

Instructions:

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

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

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

Definitions:

☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☑ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

N. K. Patel
Applicant/Agent Signature

09/25/24
Date

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

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

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

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

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

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

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

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

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: Citgo Food Mart / Citgo 1681 LLC

Business Address: 1681 Rocky Creek Rd, Macon, GA - 31206

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

Code Enforcement Department Designee — Date: 09/30/24

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

N. K. Patel — Applicant/Agent Signature — Date: 09/25/24

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

N. K. Patel.	Natavarlal K Patel	09/25/25
Signature	Print Name	Date

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

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.

Patel Manish m.	Manishkumar M Patel	12/20/24
Signature	Print Name	Date

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

Alcohol License Questionnaire

Name of Business: Citgo Food Mart / Citgo 1681 LLC
Owner's Name: Natavarlal K Patel
Address: 1681 Rocky Creek Road
Macon, GA - 31206

1. Do you own or are you leasing your business location? ___ Own ✓ Lease

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

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

Please circle one: ___ Relation, see below ✓ No Relation

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

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

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

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

N. K. Patel.	Natavarlal K Patel	09/25/25
Signature	Print Name	Date

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

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: Citgo Food Mart / Citgo 1681 LLC

Business Address: 1681 Rocky Creek Rd, Macon, GA - 31206

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

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

N. A. Patel
Applicant/Agent Signature

09/25/25
Date

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

1. N/A

Name Date of Birth GBPDSA Private Security License #

2.

Name Date of Birth GBPDSA Private Security License #

3.

Name Date of Birth GBPDSA Private Security License #

4.

Name Date of Birth GBPDSA Private Security License #

5.

Name Date of Birth GBPDSA Private Security License #

6.

Name Date of Birth GBPDSA Private Security License #

7.

Name Date of Birth GBPDSA Private Security License #

8.

Name Date of Birth GBPDSA Private Security License #

9.

Name Date of Birth GBPDSA Private Security License #

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Natavarlal R Patel (owner)
2. Name of the subject of this Certificate, if different from the applicant: N/A
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

100% owner self.

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.

Natavarlal R Patel N. R. Patel,
Print and Sign Name

Sworn to and subscribed before me this
25th day of September, 2024.

Notary Public
My Commission Expires: March 25th 2028

MITULKUMAR BAROT
MY COMMISSION EXPIRES
NOTARY PUBLIC
MARCH 25, 2028
HOUSTON COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

Macon-Bibb County
Certificate of Good Standing (Landlord)

1.Name and Title of the applicant: KGV 2019 LLC (Kirit Patel)

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

N/A.

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

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

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

N/A.

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

Kirtkumar Patel K. S. Patel
Print and Sign Name

Sworn to and subscribed before me this
25th day of September, 2024.

Notary Public
My Commission Expires: March 25th 2028

MITULKUMAR BAROT
MY COMMISSION EXPIRES
NOTARY PUBLIC
MARCH 25, 2028
HOUSTON COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

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: Manishkumar Patel – Fingerprints Completed: 12.27.24

Business Name: Citgo 1681 LLC DBA Citgo Food Mart

Business Address: 1681 Rocky Creek Rd Macon GA 31206

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

Granted DocuSigned by: 1/9/2025
Sheriff, Macon-Bibb County, Georgia **Date**
1C561778CDEE414...

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

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

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

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

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

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

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

Docusign Envelope ID: 380E32F9-7851-484C-9B31-746AD7798552

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

Review Form

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

The following required documents are included in the application:

___ Signature form

___ BSO Recommendation letter

___ Proof of Planning and Zoning compliance

___ Affidavit from the Macon-Bibb County Engineer's Department

___ Affidavit from the Macon Telegraph Newspaper

Legal Review 1/16/2025 (Date) DS SD (Initials)

Comments

After review, legal recommends approval.

Initials

Initial SF Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: 6F41DC54-2DF2-4853-9016-7EB8F8162BB8

ADDED TO THE JANUARY 17, 2025 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
Alcohol Beverage Caterer	$600	Temporary Alcohol License	$100		
___ Please check here if you are applying for a Business Continuation License. Business Continuation License is **25% of applicable fees**					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

$_____ Alcohol License Fees + $400 Application Fee = $_____

Agent Information

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

Location/Business Information

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

Business Continuation

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

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Select One: ___ New Business ___ Change of location ___ Change of Business

BUSINESS

Federal Tax ID #: 99-3235334 State Tax ID#: 20299138365

Business Name: TEXACO Food Mart Corporate and Trade Name: 1212 eisenhower food mart LLC

Local Business Address: 1212 eisenhower PKWY - MACON-GA-31206
(P.O. Box Not Allowed) City State Zip

Mailing Address: 1212 eisenhower PKWY MACON - GA - 31206
(City State Zip)

Local Business Phone #: 478-714-2195 Email Address: eisenhowerfoodmart LLC@gmail.com

Contact Person: mitul Patel Contact Phone #: 478-714-2195

AGENT

Agent's Name: Mitul Patel Agent's Title: _____

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

Home Address: 824-Juniper LN City: MACON State: GA Zip: 31220

Home Phone #: 478-318-6287 Email: mapatl07@gmail.com

Mailing Address: 824-Juniper LN City: MACON State: GA Zip: 31220

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 08/23

Docusign Envelope ID: 6F41DC54-2DF2-4853-9016-7EB8F8162BB8

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):	MITULKUMAR A. PATEL		
Home Address:	824 JUNIPER LN, MACON, GA 31220		
Sex	**Race**	**Date of Birth**	**Social Security Number**
Male	Asian	[redacted]	

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

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

Signature: MAPatel Date: 06/07/24

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title Date

Docusign Envelope ID: 6F41DC54-2DF2-4853-9016-7EB8F8162BB8

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

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

1) _____ I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**

2) ✔ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

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

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

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

Business Name: 1212 EISENHOWERFOODMART LLC

Printed Name of Applicant: MITULKUMAR PATEL

*Signature of Applicant: MPatel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 7 DAY OF June, 2024.

Megan Foskey
NOTARY PUBLIC

March 21, 2027
MY COMMISSION EXPIRES

MEGAN FOSKEY
NOTARY
PUBLIC
BIBB COUNTY, GEORGIA

Case Result | Case Status: Status Returned

SAVE

SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Non Immigrant - Temporary Employment Authorized

A non-national of the U.S. who is admitted for a specific reason and for a limited period of time. The applicant is temporarily allowed to work. See the Guide to Understanding SAVE Verification Responses for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number:	0024348192155UR
Class of Admission (COA) Code:	U1
Country of Birth:	USA - UNKNOWN
Employment Authorization Document (EAD) Expiration Date:	12/13/2028
Provision of Law Code:	C09P

Agency Submitted Details

Full Name:	Mitulkumar A Patel
Date of Birth:	[redacted]
Alien Number:	
Initiated On:	12/13/2024
Initiated By:	JWES0305
Point of Contact Name:	Jasmine West
Point of Contact Phone Number:	(478) 621-6567
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

U.S. Department of Homeland Security U.S. Citizenship and Immigration Services

Accessibility Browser Support Plug-ins Site Map V37.1 ICA V38 ICA - Draft

Provide Feedback

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MEASUREMENT FORM

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

APPLICANT: MITUL KUMAR A. PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 1212 EISENHOWER PKWY.

BUSINESS NAME: 1212 EISENHOWER FOODMART LLC.

To Be Completed by County Engineer

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

_X_Comply _____Does not Comply

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

_____ Comply _____ Not Applicable __X__Unknown

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

_____ Comply ____Complies , but does not comply with other restrictions

__X__Not Applicable

By: _____
John W. Hayes, Macon-Bibb County Engineer

Date: 9/12/24

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

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

(Revised 8-23-2023) PM

#1212 Eisenhower Foodmart LLC

#1212 Eisenhower Parkway

1,200' — SCHOOL GROUND property line

Ballard-Hudson Middle School

1,600' — SCHOOL BUILDING

Ballard-Hudson Middle School

4,550' — COLLEGE CAMPUS property line

Mercer University - main campus

16,000' — ALCOHOLIC TREATMENT CENTER building

River Edge - Emery Highway

10,950' — PUBLIC LIBRARY or BRANCH building

Washington Memorial Library

1,350' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Murphey Village

850' — CHURCH (building)

Pentecostal Temple Holiness Church

775 — CHURCH GROUNDS

Pentecostal Temple Holiness Church

3,350 — M-B COUNTY RECREATION CENTER property

Memorial Park Rec Center

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')

Applicant self-identifies as a: "Gas Station"

JWH

OK!

Paul J. Hoinowski
September 13, 2024

McClatchy

Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo 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
145861	589777	Print Legal Ad-IPL01926280 - IPL0192628	TEXACO FOOD	$46.36	1	29 L

Attention: Texaco Food

TEXACO FOOD 1212 EISENHOWER FOOD MART LLC
1212 EISENHOWER PKWY
MACON, GA 31206

EISENHOWERFOODMARTLLC@GMAIL.COM

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the September 15, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as 1212 Eisenhower Food Mart LLC/Texaco Food, 1212 Eisenhower PKWY MACON, GA 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This September 8, 2024. Mitulkumar A Patel, Applicant
IPL0192628
Sep 8,15 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:
09/08/24, 09/15/24

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 Demas

Sworn to and subscribed before me this 16th day of September in the year of 2024

Stephanie Hatcher

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

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

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Macon-Bibb County Planning & Zoning Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2024-1786	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 07/30/2024
PARCEL NO: P091-0470	**ZONING DISTRICT:** C-2	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	Mitul Kumar Patel Texaco Foodmart	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	1212 EISENHOWER PKWY	
PROPERTY OWNER'S NAME:	EISENHOWER PARKWAY PROPERTY	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and ZC-2022-0169, approval is granted to change ownership of an existing convenience store with fuel sales and alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, the zoning permit must be displayed on the premises together with the business license.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 07/30/2025

APPROVED BY: John Langstaff

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**1212 EISENHOWERFOODMART LLC**	Control Number:	**24104441**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**1212 EISENHOWER PKWY, MACON, GA, 31206, USA**	Date of Formation / Registration Date:	**5/23/2024**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **MITULKUMAR PATEL**

Physical Address: **1212 EISENHOWER PKWY, MACON, GA, 31206, USA**

County: **Bibb**

Back

Filing History Name History

Return to Business Search

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Report a Problem?

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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: TEXACO FOOD MART Name of Corporation: 1212 EISENHOWERFOODMART LLC

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

Individual:

Name and Title: MITULKUMAR PATEL - MEMBER Telephone Number: 478-714-2195

Date of Birth [redacted] Social Security Number [redacted]

Residential Street Address: 824 JUNIPER LN, MACON, GA 31220

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

Mailing Address: SAME AS ABOVE

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: MITULKUMAR Last Name: PATEL

Home Address: 824 JUNIPER LN City: MACON State: GA Zip: 31220

Home Phone #: 478-714-2195 Email: maptl07@gmail.com

Date of Birth: [redacted] Social Security Numbe[redacted]

Mailing Address: 1212 EISENHOWER PKWY City: MACON State: GA Zip: 31206

A certificate showing completion of an Alcohol Handler's training course taken within the last three years.

An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.

Current Color photograph of applicant.

$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

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

MPatel 12/12/24

Applicant's Signature Date

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

This 12 day of December, 20 24

Jasmine Barnes

Notary Public

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

03.11.2025

My Commission Expires

Rev. 7/2021

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Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

MITULKUMAR A PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-12-13

Serial No.

cert_fk7s6ls2

Docusign Envelope ID: 6F41DC54-2DF2-4853-9016-7EB8F8162BB8

Mitulkumar Patel

AH001454

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: 6F41DC54-2DF2-4853-9016-7EB8F8162BB8

DocuSign Envelope ID: C37AC657-692C-483D-94B5-EC25B29D2AB9

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") entered into and dated the 1st day of June, 2024 ("Effective Date"), by, between, and among Eisenhower Parkway Property LLC ("Landlord"), on the one hand; and 1212 Eisenhowerfoodmart LLC ("Tenant") on the other hand. The Landlord and the Tenant are each a "Party", and collectively, the "Parties".

1. **Leased Premises**. Landlord leases and rents to Tenant, and Tenant leases and rents from Landlord, in accordance with the provisions of this Lease, the land, together with the building and improvements on it, located at 1212 Eisenhower Parkway, Macon Ga 31206, more particularly described in **Exhibit "A"**, attached hereto, incorporated herein by this express reference, annexed hereto and made part of this Lease. The land, building, and improvements are herein referred to as the "Premises". This Lease is made subject to such facts as an accurate survey may disclose, easements, rights of way, and restrictions of record. Landlord will deliver the Premises to Tenant "**AS IS, WHERE IS**", in its condition as of the Effective Date of this Lease. Except as set forth in this Paragraph and Subparagraph 5(a) below, Tenant acknowledges and agrees that neither Landlord nor its agents have made any representations or warranties to Tenant about the condition of the Premises or any promises to alter, modify, add to, repair, or improve the Premises.

2. **Term**. (i) Original Term. The term of this Lease will be for five (5) years, commencing on the 1st day of June, 2024 ("Commencement Date"), and ending midnight, June 1st, 20 2029 ("Expiration Date"), subject to extension or earlier termination as provided below. (ii) Renewal Term. The Original Term of this Lease may be extended by an additional five (5) year term upon written notice to Landlord of Tenant's renewal. Tenant shall notify Landlord no less than six (6) months prior to the expiration date of such Original Term. If, for any reason, whether or not attributable to the fault of the Landlord, the Landlord is unable to deliver possession of the Premises to the Tenant on the Commencement Date, Landlord shall not be liable to Tenant in any way for damages and this Lease shall not terminate; however, Tenant shall have no obligation to pay rent hereunder until possession of the Premises is delivered to Tenant, and the term of this Lease shall be deemed to be postponed, where such beginning and ending dates of the Original Term or Renewal Term shall be postponed by the amount of time equal to such delay in delivering possession.

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

DS RP DS

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DocuSign Envelope ID: C37AC657-692C-483D-94B5-EC25B29D2AB9

unlawful or disreputable purpose, nor for any extra hazardous purpose on account of fire or other casualty.

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

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

Lease Period	Fixed Monthly Rent	Total Fixed Annual Rent
Year 1	$ 8000	$ 96000
Year 2	$ 8000	$ 96000
Year 3	$ 8000	$ 96000
Year 4	$ 8000	$ 96000
Year 5	$ 8000	$ 96000
Year 6 - 10	$ 8000	$ 96000

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

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

DS RP DS

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

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

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

(f) **Additional Rent Based upon Late Payment**. If Tenant defaults for more than five (5) days in the payment of any monthly installment of Fixed annual Rent, Additional Rent, or any of the sums required of Tenant under the Lease, or if Tenant, within five (5) days after demand from

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Landlord, fails to reimburse Landlord for any expenses incurred by Landlord pursuant to the Lease, together with interest, then Tenant will pay Landlord, as Additional Rent, a late charge of five percent (5%) of the rent or expense.

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

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

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

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

Taxes:	$ 8000
Insurance:	$ 8000
CAM:	$ 1500

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

(k) **No Setoff and Application.** (A) No Setoff. Tenant will pay Landlord all Fixed Annual Rent, Additional Rent, and other sums required of Tenant under the Lease, without abatement,

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

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

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

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

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(b) **Tenant's Obligations.** (i) Repairs. Tenant will, at Tenant's own expense, keep and maintain all parts of the Premises (except those for which Landlord is expressly responsible under the terms of this Lease) in good condition, promptly making all necessary repairs and replacements, including, but not limited to, windows, glass and plate glass, doors, any special office entry, interior walls and finish work, floors and floor covering, downspouts, gutters, heating and air-conditioning systems, dock boards, truck doors, dock bumpers, paving, plumbing work and fixtures, interior termite and pest extermination, and regular removal of trash and debris. (ii) No Damage to Walls. Tenant will not damage any wall or disturb the integrity and support provided by any wall and will, at its own expense, promptly repair and replace any damage or injury to any wall caused by Tenant or a Tenant Representative. (iii) Contracts. In the event Tenant enters into any operating agreement, contract, license or other agreement with a party who is not part of this Lease, such agreement shall be limited to one (1) year, and such agreement shall not create any liability or encumbrance upon Landlord or the Premises; (iv) Maintenance/Service Contract. Tenant will, at Tenant's own expense, enter into a maintenance/ service contract with a maintenance contractor, which will provide for regularly scheduled servicing of the HVAC systems and equipment in the Premises. The maintenance contractor and the maintenance/service contracts will be subject to the approval of Landlord, which approval will not be unreasonably withheld. The maintenance/service contract will include, without limitation, all servicing suggested by the manufacturer, within the operations/maintenance manual pertaining to such system or equipment, and will be effective (and a copy delivered to Landlord) no later than thirty (30) days after the Commencement Date of this Lease. In the event Tenant has complied with the HVAC, maintenance and service contract and any costs to repair such HVAC system exceed $2,500.00 in any 12-month period, Landlord will bear all costs in excess of $ $70000.

6. **Tenant Insurance**.

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

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

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less than $1,000,000.00 for any single occurrence / $2,000,000.00 general aggregate limit, will name Landlord as an additional insured, will have a deductible satisfactory to Landlord and will not have any self-insured retention or co-insurance provision. Landlord may request an increase in the limits of this insurance, if circumstances at the time reasonably warrant an increase. Tenant will deliver to Landlord, evidence of the insurance coverages to be maintained by Tenant pursuant to this Subparagraph 6(b), together with evidence of payment of the premiums, on or before the commencement date, and at least fifteen (15) days prior to the expiration or termination date of any policy. Upon request of Landlord, a copy of each policy will be delivered to Landlord. The policies will contain a provision that thirty (30) days' notice will be given to Landlord by the insurance carrier prior to any cancellation, modification or amendment to either policy.

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

7. **Compliance with Laws.**

(a) **General Compliance with Laws**. Tenant will, at Tenant's own expense, promptly comply with: (i) each and every federal, state and municipal statute, ordinance, code, rule, regulation, order, directive, or requirement, currently or hereafter existing, including, but not limited to, the Americans with Disabilities Act (the "ADA") and all environmental laws and petroleum laws, together with all amending and successor federal, state, county, and municipal statutes, ordinances, codes, rules, regulations, orders, directives, or requirements, and the common law, regardless of whether such laws are foreseen or unforeseen, ordinary or extraordinary, applicable to the Premises, Tenant, Tenant's use of or operations at the Premises, or all of them, ("Requirements"); (ii) the requirements of any regulatory insurance body; or (iii) the requirements of any insurance carrier insuring the Premises; regardless of whether compliance: (X) results from any condition, event or circumstance existing on or after the commencement of the Lease term; (Y) interferes with Tenant's use or enjoyment of the Premises; or (Z) requires structural or non-structural repairs or replacements. The failure to mention any specific statute, ordinance, rule, code, regulation, order, directive, or requirement will not be construed to mean that Tenant was not intended to comply with such statute, ordinance, rule, code, regulation, order, directive, or requirement.

(b) **Hazardous and Toxic Materials**. (i) For purposes of this Lease, "Hazardous or Toxic Material(s)" means asbestos-containing materials and all other materials, substances, wastes, and chemicals classified as hazardous or toxic substances, materials, wastes, or chemicals under then-current applicable Laws or that are subject to any right-to-know Laws or requirements. (ii) Tenant will not knowingly incorporate into, or use or otherwise place or dispose of at the Premises, any Hazardous or Toxic Materials, except for use and storage of cleaning and office

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supplies used in the ordinary course of Tenant's business and then only if (A) such materials are in small quantities, properly labeled and contained, (B) such materials are handled and disposed of in accordance with the highest accepted industry standards for safety, storage, use, and disposal, (C) notice of and a copy of the current material safety data sheet is provided to Landlord for each such Hazardous or Toxic Material, and (D) such materials are used, transported, stored, handled, and disposed of in accordance with all applicable Laws. Landlord will have the right to periodically inspect, take samples for testing, and otherwise investigate the Premises for the presence of Hazardous or Toxic Materials. (iii) If Tenant or its employees, agents, or contractors ever violate the provisions of this Subparagraph 7(b)(iii) or otherwise contaminate the Premises, then Tenant will clean, remove, and dispose of the material causing the violation, in compliance with all applicable Laws and then prevalent industry practice and standards and will repair any damage to the Premises within such period of time as may be reasonable under the circumstances after written notice by Landlord (collectively, "Tenant's Environmental Corrective Work"). Tenant will notify Landlord of its method, time, and procedure for any clean-up or removal and Landlord will have the right to require reasonable changes in such method, time, or procedure or to require the same to be done after Business Hours. Tenant's obligations under this Subparagraph 7(b)(iii) will survive the termination of this Lease.

(c) **Prohibited Persons and Transactions**. Tenant represents and warrants that neither Tenant nor any of its affiliates, nor any of their respective partners, members, shareholders, or other equity owners, and none of their respective employees, officers, directors, representatives, or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Officers of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, without limitation, those names on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, any Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and Tenant is not and will not assign this Lease to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

(d) **Bona Fide Coin Operated Amusement Machines.** To the extent not otherwise set forth herein, the Tenant or any other person, including, but not limited to, agents, employees, management entities, subtenants, or any other person or entity, shall neither use nor permit the use of the Premises in violation of any Georgia statute, municipal statute, ordinance, code, rule, regulation, order, directive, or requirement for bona fide coin operated amusement machines as set forth in O.C.G.A. §§ 50-27-70, *et seq.*, as amended. If such Tenant or person is in violation of such use, it shall work a forfeiture and rescission of this Lease at the express election of the Landlord, after which the Landlord shall have the right to reenter and repossess the Premises immediately. Tenant expressly agrees that Landlord shall have this right and the right to terminate the Lease if Tenant is in violation of this subparagraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Assignment and Subletting**.

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

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

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

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

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

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

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

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14. **Landlord Not Liable**. Landlord will not be liable for any damage or injury to any person or any property as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air-conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Landlord, or Landlord's agents, employees, invitees or representatives, assignees or successors, or attributable to any interference with, interruption of or failure beyond the control of Landlord.

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

16. **Indemnification and Waiver of Liability**. Neither Landlord nor Landlord's Indemnitees will be liable for, and Tenant will indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, crimes, suits, costs (including costs of suit, attorneys' fees and costs of investigation), and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; or (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; regardless of whether such liability, claim, crime, suit, cost, injury, death, or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding will be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death, or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, will defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or Landlord Indemnitee. The provisions of this Paragraph will apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this Paragraph will not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee will be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft, or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful

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misconduct, or gross negligence of Landlord or any Landlord Indemnitee. In no event will Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore will rest with Tenant. All personal property upon the Premises will be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnitee will be liable for any damage or theft, whether or not due in whole or in part to the negligence, willful misconduct, or gross negligence of Landlord or any Landlord Indemnitee. To the extent not otherwise stated herein, in no event will Landlord or any Landlord Indemnitee be held liable or responsible for any criminal act of Tenant or any Tenant Representative.

17. **Subordination; Attornment**.

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

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

(c) **Attornment**. If, at any time prior to the expiration of the term of this Lease, any Superior Lease will terminate or be terminated by reason of a default by Landlord as tenant thereunder or

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

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

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

18. **Condemnation**.

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

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of the leasable area of the Premises is taken or the balance of the Premises is unfit for Tenant's use, Tenant has the option to terminate this Lease as of the date the condemning authority takes possession. The option will be exercised in writing as follows: (A) Notice of Taking. Within thirty (30) days after Landlord or the condemning authority has given Tenant written notice of the taking; or (B) Possession. Absent notice, within ten (10) days after the condemning authority has taken possession. If Tenant does not terminate, this Lease will remain in full force and effect as to the portion of the Premises remaining. The Fixed Annual Rent and Additional Rent will be reduced in the same proportion as the area of the Premises taken bears to the entire area leased hereunder. (ii) Award. Any award for Condemnation is Landlord's, whether the award is made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages. If this Lease is not terminated, Landlord will diligently repair any damage to the Premises caused by such Condemnation, subject to delays due to Force Majeure, as provided in Paragraph 15.

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

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

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

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

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

(b) **Right to Terminate Lease and Reenter**. If there will occur an Event of Default, then Landlord may, in addition to any other remedy available to Landlord under this Lease or available under Requirements, at Landlord's option, on ten (10) days' notice to Tenant, declare this Lease terminated at the expiration of such ten (10) day period and Tenant quits and surrenders possession of the Premises, but Tenant will remain liable to Landlord according to this Lease, and upon Tenant's failure to surrender of possession, Landlord may reenter the Premises by summary proceeding or otherwise free from any estate or interest of Tenant.

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

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

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

(e) **Right to Injunction**. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord will have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings, and other remedies were not provided. The mention in this Lease of any particular remedy will not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining

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possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

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

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

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

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

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25. **Security Deposit**. Upon execution and delivery of this Lease, Tenant will deposit the sum of eight Thousand Dollars ($ 8000) with Landlord, as security for the full and faithful performance by Tenant of all of the terms, conditions, and covenants of this Lease on Tenant's part to be performed, which sum will be returned to Tenant following the expiration of the Lease term, provided there will not then be an Event of Default or an event that with the giving of notice or the lapse of time, or both, will constitute an Event of Default. Landlord will have the right (but not the obligation), to apply any part of the deposit to cure an Event of Default of Tenant, and if Landlord does so, Tenant will, upon demand, deposit with Landlord the amount applied, so that Landlord will have the full deposit on hand at all times. If Landlord sells the Premises, Landlord will have the right to transfer the security to the new landlord, and upon so doing Landlord will be released by Tenant from all liability for the return of the security and Tenant will look solely to the new landlord for the return of the security, and this will apply to every transfer made of the security to a new landlord. The security deposited by Tenant under this Lease will not be mortgaged, assigned or encumbered by Tenant.

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

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

If to Landlord:

PO Box 266
Lizella Ga
31052

With copy to:

na
na
na

If to Tenant:

1212
Eisenhower
Macon

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_____

_____

With copy to:

_____

_____

_____

_____

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

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

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

30. **Miscellaneous**.

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

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

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

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

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

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

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

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

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

(j) **Signature and Delivery by Landlord**. This Lease is of no force and effect unless it is signed by Landlord and Tenant, and a signed copy of this Lease delivered by Landlord to Tenant. The mailing, delivery or negotiation of this Lease by Landlord or Tenant or any agent or attorney of Landlord or Tenant prior to the execution and delivery of this Lease as set forth in this subparagraph will not be deemed an offer by Landlord or Tenant to enter into this Lease, whether

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on the terms contained in this Lease or on any other terms. Until the execution and delivery of this Lease as set forth in this subparagraph, Landlord or Tenant may terminate all negotiations and discussions of the subject matter of this Lease, without cause and for any reason, without recourse or liability.

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

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

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

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

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

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

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

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

(s) **No Recordation**. Neither this Lease, nor any memorandum, affidavit, or other writing with respect to this Lease, will be recorded by Tenant or by anyone acting through, under or on

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behalf of Tenant, and recording in violation of this provision will make this Lease voidable at Landlord's election.

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

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

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

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

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

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

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

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

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

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

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

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

(ff) **Additional Security**. Tenant acknowledges and agrees that this Lease is further secured by the inventory and assets set forth in Exhibit "E". Tenant agrees to execute such further and other documents to memorialize and evidence such additional security interests, including, but not limited to, the security agreement. Tenant further authorizes the Landlord to execute and file

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on behalf of itself and the Tenant, such Uniform Commercial Code Financing Statements as it deems sufficient to perfect such security interest. Such Security Agreement and UCC Financing Statements shall be incorporated and made a part this Lease, and may be attached as a part of Exhibit "E". The failure to attach the Security Agreement and UCC Financing Statement to this Lease shall not affect the validity of the Tenant's grant of the additional security granted hereby.

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

Landlord: DocuSigned by:
By: Rajit Patel
Print Name: Rajit Patel
Title: Owner
Date: 6/5/2024

Tenant: DocuSigned by:
By:
Print Name: Mitulkumar A Patel
Title: Owner
Date: 6/5/2024

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EXHIBIT "A"

Legal Description

EXHIBIT "B"

Rules and Regulations

EXHIBIT "C"

Covenants and Restrictions

EXHIBIT "D"

Guaranty

EXHIBIT "E"

Security Agreement
(Inventory / Asset)

Docusign Envelope ID: 6F41DC54-2DF2-4853-9016-7EB8F8162BB8

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'sknowledge.

Agent's Signature:_____ Date:_____

Business Name: 1212 EISENHOWERFOODMART LLC (DBA - TEXACO FOOD MART)

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 andcorrect.

This_____day of_____, 20____

_____ Notary Public

_____ My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: MPatel Date: 12/12/24
(If different from Agent)

Title: MEMBER

Business Name: 1212 EISENHOWERFOODMART LLC (DBA - TEXACO FOOD MART)

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

This 12 day of December, 20 24

JASMINE NEGA BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

Jasmine Barnes Notary Public

03.11.2025 My Commission Expires

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PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: 1212 EISENHOWERFOODMART LLC (DBA - TEXACO FOOD MART)

Business Address: 1212 EISENHOWER PKWY, MACCN, GA 31206

Instructions:

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

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

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

Definitions:

☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☑ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

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☐ **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.

MAPsted _____ 06/07/24 _____

Applicant/Agent Signature Date

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

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

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

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

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

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

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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: 1212 EISENHOWERFOODMART LLC (DBA - TEXACO FOOD MART)

Business Address: 1212 EISENHOWER PKWY, MACON, GA 31206

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

Code Enforcement Department Designee — Date: 8/29/24

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

Applicant/Agent Signature — Date: 06/07/24

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Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
MPatel	MITULKUMAR PATEL	06/07/24

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Alcohol License Questionnaire

Name of Business: 1212 EISENHOWERFOODMART LLC
Owner's Name: MITULKUMAR PATEL
Address: 1212 EISENHOWER PKWY
MACON, GA 31206

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

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

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

Please circle one: ☐ Relation, see below ☑ No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☑ N

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 ☑ N

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☑ N

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☑ Yes ☐ N

Signature	Print Name	Date
MPatel	MITULKUMAR PATEL	06/07/24

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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: TEXACO Food Mart

Business Address: 1212 eisenhower PKWY MACON-KA-31206

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

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

[signature]
Applicant/Agent Signature

06/07/24
Date

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ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

1. _____
Name Date of Birth GBPDSA Private Security License #

2. _____
Name Date of Birth GBPDSA Private Security License #

3. _____
Name Date of Birth GBPDSA Private Security License #

4. _____
Name Date of Birth GBPDSA Private Security License #

5. _____
Name Date of Birth GBPDSA Private Security License #

6. _____
Name Date of Birth GBPDSA Private Security License #

7. _____
Name Date of Birth GBPDSA Private Security License #

8. _____
Name Date of Birth GBPDSA Private Security License #

9. _____
Name Date of Birth GBPDSA Private Security License #

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Business Owner

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Mitul Kumar A Patel
2. Name of the subject of this Certificate, if different from the applicant:
1212 eisenhower foodmart LLC
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

MITUL A PATEL
Print and Sign Name

Sworn to and subscribed before me this 12 day of December, 2024.

Jasmine Barnes
Notary Public
My commission expires: 03.11.2025

JASMINE WEST BARNES
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

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Property owner

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: 1212 eisenhower food mart LLC /DBA/ Texaco food mart.
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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

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

Rachit Patel
Print and Sign Name

Sworn to and subscribed before me this 11th day of December, 2025.

Notary Public
My Commission Expires: 02/09/2025

RACHANA PATEL
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

Docusign Envelope ID: 6F41DC54-2DF2-4853-9016-7EB8F8162BB8

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: Mitulkumar A. Patel – Fingerprints Completed: 12.26.24

Business Name: 1212 EisenhowerFoodMart LLC DBA Texaco Food Mart

Business Address: 1212 Eisenhower Pkwy Macon GA 31206

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

DocuSigned by:

Granted _____ 1/9/2025
Sheriff, Macon-Bibb County, Georgia **Date**

1C561778CDEE414...

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

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

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

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

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

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

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

Docusign Envelope ID: 6F41DC54-2DF2-4853-9016-7EB8F8162BB8

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

Review Form

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

The following required documents are included in the application:

___ Signature form

___ BSO Recommendation letter

___ Proof of Planning and Zoning compliance

___ Affidavit from the Macon-Bibb County Engineer's Department

___ Affidavit from the Macon Telegraph Newspaper

Legal Review 1/16/2025 (Date) DS SD (Initials)

Comments
After review, legal recommends approval.

Initials
Initial
SF
_____ Stephanie Freeman, Administrative Office Specialist

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

ADDED TO THE JANUARY 21, 2025 PRE-COMMISSION AGENDA

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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	$2,900	*Malt Packaged to Go	✓ $800	Wine Packaged to Go	✓ $700
*Distilled Spirits C.O.P.	$2,900	*Malt C.O.P	$800	*Wine C.O.P	$700
*Distilled Spirits Wholesaler	$3,600	*Malt Wholesaler	$1,000	Wine Wholesaler	$800
*Distilled Spirits Manufacturers	$4,300	*Malt Manufacturer	$2,500	Wine Manufacturer	$1,700
Brewpub	$2,500	Out-of-Town Wholesaler	$100	Wine Tasting	$500
Sunday Sales	$300	Brown Bag	$0	Alcohol Beverage Caterer	$600
Temporary Alcohol License ✓	$100				
____ Please check here if you are applying for a Business Continuation License. Business Continuation License is **25% of applicable fees.**					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

$ _____ Alcohol License Fees + $400 Application Fee = $ _____

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal History Record Information Consent Form.
2. Provide an Unexpired Identification Card issued by Any U.S. State or United Statesgovernment, 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 paymentthereof.
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

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

Select One: ✓ New Business ___ Change of location ___ Change of Business

BUSINESS

Federal Tax ID #: 33-1770533 State Tax ID#: 20301565589

Business Name: OSLSN LLC Corporate and Trade Name: G FOOD MART

Local Business Address: 3598, WILLIAMSON RD, MACON, GA - 31206
(P.O. Box Not Allowed) City State Zip

Mailing Address: 3598, WILLIAMSON RD, MACON, GA - 31206
Street Address (City State Zip)

Local Business Phone #: 478-254-7977 Email Address: OSLSN@YAHOO.COM

Contact Person: RAVI PATEL Contact Phone #: [redacted]

AGENT

Agent's Name: RAVINDRA PATEL Agent's Title: OWNER/MANAGER

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

Home Address: [redacted] place ln City: MACON State: GA Zip: 31220

Home Phone #: [redacted] Email: OSLSN@YAHOO.COM

Mailing Address: SAA City: ___ State: ___ Zip: ___

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: ___ Title: ___

Home Address: ___ City: ___ State: ___ Zip: ___

Home Phone #: ___ Email: ___

Mailing Address: ___ City: ___ State: ___ Zip: ___

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	RAVINDRA A PATEL		
Home Address:	1412, Burrington Place Ln, Macon, GA-31220		
Sex	**Race**	**Date of Birth**	**Social Security Number**
MALE	ASIAN	[redacted]	

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

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

Signature _____ Date 12/12/24

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

_____ _____

Agency Designee Signature and Title Date

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

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

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

1) _____I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**

2) ✓ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

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

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

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

Business Name: OSLSN LLC D/B/A G FOOD MART

Printed Name of Applicant: RAVINDRA PATEL

*Signature of Applicant: Ravindra

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 12 DAY OF December, 20 24.

Sarah E Collins
NOTARY PUBLIC

07/18/2028
MY COMMISSION EXPIRES

SARAH E COLLINS NOTARY EXPIRES GEORGIA 07/18/2028 PUBLIC HOUSTON COUNTY

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

SAVE

SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized

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

SAVE Response Details

Case Verification Number:	0025003180527UR
Class of Admission (COA) Code:	SU6
Country of Birth:	IND - INDIA
Date Admitted To:	INDEFINITE

Agency Submitted Details

Full Name:	ravindra a patel
Date of Birth:	[redacted]
Alien Number:	
Initiated On:	01/03/2025
Initiated By:	IHAL0956
Point of Contact Name:	Ian Hall
Point of Contact Phone Number:	(478) 310-2173
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

MEASUREMENT FORM

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

APPLICANT: **RAVINDRA PATEL**

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

BUSINESS LOCATION: **3598 WILLIAMSON RD.**

BUSINESS NAME: **OSLSN LLC DBA G FOOD MART**

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
_X_Comply _ Does not Comply

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

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
_____ Comply ____Complies , but does not comply with other restrictions

__X___Not Applicable

By: _____
John W. Hayes, Macon-Bibb County Engineer

Date: 11/26/24

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

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.
OR
Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.
If applying location is identified as a "Small Box Retail Store, Small Box Discount Store or Vice mart", it must be 2500' from other similarly classified stores. (Revised 8-23-2023) PJH

G Food Mart
3598 Williamson Road

OK!
Paul J. Horowski
November 26, 2024

5,550' — SCHOOL GROUND property line
Veterans Elementary

5,850' — SCHOOL BUILDING
Veterans Elementary

2,250' — COLLEGE CAMPUS property line
Central Georgia Technical College

14,800' — ALCOHOLIC TREATMENT CENTER building
River Edge - Fulton Mill Road

5,450' — PUBLIC LIBRARY or BRANCH building
Library Annex - Macon Mall

2,400' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Maple Court

400' — CHURCH (building)
Abundant Harvest Church

335' — CHURCH GROUNDS
Abundant Harvest Church

6,750' — M-B COUNTY RECREATION CENTER property
Bloomfield - Gilead Recreation Center

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

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
148590	613838	Print Legal Ad-IPL02051490 - IPL0205149	G FOOD MART	$46.36	1	28 L

Attention: G Food

G FOOD MART OSLSN LLC
3598 WILLIAMSON RD
MACON, GA 31206

oslsn@yahoo.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the December 1, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as OSLSN LLC/G FOOD MART, 3598 WILLIAMSON RD MACON GA 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This November 24, 2024. RAVINDRA PATEL, Applicant
IPL0205149
Nov 24,Dec 1 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:
11/24/24, 12/01/24

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 Demons

Sworn to and subscribed before me this 2nd day of December in the year of 2024

Margaret K. Wilson

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

MARGARET KATHLEEN WILSON
My Notary ID # 134916732
Expires May 24, 2028

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

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

Macon-Bibb County Planning & Zoning Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2024-3005	**PERMIT TYPE:** Permitted Use	**DATE ISSUED:** 12/04/2024
PARCEL NO: M0940240	**ZONING DISTRICT:** PDE	**NEW CONSTRUCTION:** No
NAME OF APPLICANT:	RAVINDRA PATEL OSLSN LLC D/B/A G FOOD MART	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	3598 WILLIAMSON RD	
PROPERTY OWNER'S NAME:	RELIANCE PROPERTY 2012 LLC DBA G FOOD MART	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing fueling center with alcohol packaged to go. This approval shall also grant interior renovations if necessary. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Please review the NOTICE information below for additional instruction.

☐

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 12/04/2025

APPROVED BY: Butch Sementelli

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

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

Control Number : 24201010

STATE OF GEORGIA

Secretary of State

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

CERTIFICATE OF ORGANIZATION

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

OSLSN LLC
a **Domestic Limited Liability Company**

has been duly organized under the laws of the State of Georgia on **10/29/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **10/31/2024**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 10/29/2024 11:35:50 AM

BUSINESS INFORMATION

CONTROL NUMBER	24201010
BUSINESS NAME	OSLSN LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	10/29/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS	3598 WILLIAMSON RD, MACON, GA, 31206, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
RAVINDRA PATEL	1412 BARRINGTON PLACE LN, MACON, GA, 31220, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
RAVINDRA PATEL	ORGANIZER	1412 BARRINGTON PLACE LN, MACON, GA, 31220, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	RAVINDRA PATEL
AUTHORIZER TITLE	Organizer

Ownership Disclosure Form

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

Business:

Trade Name: G FOOD MART Name of Corporation: OSLSN LLC

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

Individual:

Name and Title: RAVINDRA PATEL (OWNER) Telephone Number: [redacted]

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

Residential Street Address: 1412 BARRINGTON PLACE LN,MACON,GA-31220

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

Mailing Address: 3598,WILLIAMSON RD

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership
- General Partner holding _____ % of all outstanding partnership interests.

☐ Limited Partnership (LP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)
- General Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Limited Partnership (LLLP)
- General Partner holding _____ % of all outstanding general partnership interests.
- Limited Partner holding _____ % of all outstanding general partnership interests.

☑ Limited Liability Company (LLC)
- Managing Member, Total number of Managing Member(s): 1
- Member holdings 100 % of all outstanding membership interests.

☐ Privately Held Corp./Company
- Corporate Officer: Yes ___ No ___

☐ Other
- Other person exercising operational authority over the entity: _____

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: RAVINDRA Last Name: PATEL

Home Address: 1412 BARRINGTON PLACE LN City: MACON State: GA Zip: 31220

Home Phone #: [redacted] Email: OSLSN@YAHOO.COM

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

Mailing Address: 3598,WILLIAMSON RD City: MACON State: GA Zip: 31206

- **A certificate showing completion of an Alcohol Handler's training course taken within the last three years.**
- **An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.**
- **Current Color photograph of applicant.**
- **$25 cash, money order/check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner's Office**

CERTIFICATION

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

Applicant's Signature _____ Date 12/12/24

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

This 12 day of December, 20 24.

Notary Public _____ My Commission Expires 07/18/2028

SARAH E COLLINS NOTARY PUBLIC EXPIRES GEORGIA 07/18/2028 HOUSTON COUNTY

Rev. 7/202121

TIPS® | 360 TRAINING™ A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Ravindra patel

is awarded this certificate for

TIPS Off-Premise Alcohol Seller Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	12/10/2024	12/10/2027	OFF-000035612220

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

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

(CUT HERE) (CUT HERE)

FOLD

TIPS Off-Premise **CERTIFIED**

Issued: 12/10/2024 **Expires:** 12/10/2027

Certificate #: OFF-000035612220

Ravindra patel
3598 Williamson Rd
Macon GA 31206

TIPS | 360 TRAINING™

Phone: 800-438-8477
www.gettips.com

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

Signature _____

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

Ravindra Patel

AH001474

ALCOHOL HANDLER

EXP: 12/31/2025

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

LEASE AGREEMENT

This lease agreement made this1 th day of December, 2024 by and between Reliance property 2012 LLC as Landlord and OSLSN LLC as LEASE on a premises located at 3598 Williamson rd., Macon Ga 31206 Landlord has agreed to this lease between the parties.

The Landlord hereby agrees to lease the aforesaid premises to operate a convenience store at 3598 Williamson rd., Macon Ga 31206.

LESSEE hereby agrees to the following:

a. Rent on the premises shall be $10000.00 per month, due and payable on DEC 1, 2024 and continue thereafter for a period of one years. In the event of a default or mismanagement of the business, the landlord may terminate the lease giving LESSEE a 90-day notice.

b. If the rent is not paid by LESSEE to Landlord by the 5th day of the month, the lessee shall be liable to pay late fee of 10% of the amount due.

c. LESSEE shall apply and obtain business licenses, Beer/Wine license, lotto account, ATM, etc. in its own name and shall remain liable for its obligations to these parties, especially for selling Beer/Wine to a minor or any other violations of any agreement with third parties.

d. Property taxes and fire hazard insurance shall be paid by Landlord and the premiums for liability insurance and taxes on inventory/personal property shall be paid by LESSEE.

e. Minor repairs to equipment in order to maintain the equipment shall be paid by LESSEE and all major repairs shall be done and paid by Landlord. The LESSEE accepts the premises in "AS IS" condition.

f. LESSEE shall pay all the utility bills including water, electricity, gas and pest control services, etc. as the bills accrue.

g. This lease is non-transferrable to any other party.

RP

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h. This is the entire agreement between the parties and no amendment shall be binding upon either party unless reduced to writing and signed by both parties.

Time is of essence of this agreement, and shall be construed under the laws of the STATE OF GEORGIA.

In witness where of the parties have set their hands and seal this December 1, 2024,

LANDLORD

K S Patel
WITNESS

Prakash Patel
PRAKASH PATEL

LESSEE

K. S. Patel
WITNESS

RAVINDRA PATEL

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

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'sknowledge.

Agent's Signature: _____ Date: 12/12/24

Business Name: OSLSN LLC D/B/A G FOOD MART

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

This 12 day of December, 2024

Sarah E Collins
Notary Public

SARAH E COLLINS NOTARY PUBLIC EXPIRES GEORGIA 07/18/2028 HOUSTON COUNTY

07/18/2028
My Commission Expires

Ownership/Individual Certification

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

Individual/Owner's Signature: _____ Date: 12/12/24
(If different from Agent)

Title: OWNER

Business Name: OSLSN LLC D/B/A G FOOD MART

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

This 12 day of December, 2024

Sarah E Collins
Notary Public

SARAH E COLLINS NOTARY PUBLIC EXPIRES GEORGIA 07/18/2028 HOUSTON COUNTY

07/18/2028
My Commission Expires

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: OSLSN LLC D\B\A G FOOD MART

Business Address: 3598, Williamson RD, Macon, GA-31206

Instructions:

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

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

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

Definitions:

☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☑ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

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☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Applicant/Agent Signature

12/12/24
Date

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

1. *Install security cameras in your business that meet the requirements below;*
2. *Call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *Show the inspector that the security camera system meets the requirements below; and*
4. *Have the inspector sign this form approving the security camera system.*

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

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

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

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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: OSLSN LLC DIBIA GFOOD MART

Business Address: 3598, Williamson RD, Macon, GA-31206

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

Sgt. D. Hook #7223 — 1-3-2025

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.

[signature] — 12/12/24

Applicant/Agent Signature — Date

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

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.

	RAVINDRA PATEL	12/12/24
Signature	Print Name	Date

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

Alcohol License Questionnaire

Name of Business: OSLSN LLC D/B/A G FOOD MART
Owner's Name: RAVINDRA PATEL
Address: 1412 BARRINGTON PLACE LN,MACON,GA-31220

1. Do you own or are you leasing your business location? ___ Own ✔ Lease

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

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

Please circle one: ___ Relation, see below ✔ No Relation

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

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

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

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

Signature	Print Name	Date
	Ravindra Patel	12/12/24

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: OSLSN LLC D/B/A G FOOD MART

Business Address: 3598,WILLIAMSON RD,MACON,GA-31206

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

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

Applicant/Agent Signature

12/12/24
Date

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

1. _____
Name Date of Birth GBPDSA Private Security License #

2. _____
Name Date of Birth GBPDSA Private Security License #

3. _____
Name Date of Birth GBPDSA Private Security License #

4. _____
Name Date of Birth GBPDSA Private Security License #

5. _____
Name Date of Birth GBPDSA Private Security License #

6. _____
Name Date of Birth GBPDSA Private Security License #

7. _____
Name Date of Birth GBPDSA Private Security License #

8. _____
Name Date of Birth GBPDSA Private Security License #

9. _____
Name Date of Birth GBPDSA Private Security License #

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

Macon-Bibb County
Certificate of Good Standing

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

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

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

_____

_____

_____

_____

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

Ravindra Patel
Print and Sign Name

Sworn to and subscribed before me this

12 day of December, 2024.

Sarah E Collins
Notary Public
My Commission Expires: 07/18/2028

SARAH E COLLINS NOTARY PUBLIC EXPIRES GEORGIA 07/18/2028 HOUSTON COUNTY

Rev. April 2022
See O-22-0011

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

Macon-Bibb County
Certificate of Good Standing

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

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

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

_____

_____

_____

_____

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

Ravindra Patel
Print and Sign Name

Sworn to and subscribed before me this
12 day of December, 20 24.

Sarah E Collins
Notary Public
My Commission Expires: 07/18/2028

SARAH E COLLINS NOTARY PUBLIC EXPIRES GEORGIA 07/18/2028 HOUSTON COUNTY

Rev. April 2022
See O-22-0011

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: PRAKASH PATEL (PROPERTY OWNER)
2. Name of the subject of this Certificate, if different from the applicant:

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

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

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

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

PRAKASH PATEL / Prakash Patel
Print and Sign Name

Sworn to and subscribed before me this
5 day of NOV, 2024.

Notary Public
My commission expires: NOV

BELINDA MARQUEZ
NOTARY PUBLIC
Houston County
State of Georgia
My Commission Expires January 24, 2028

Rev. April 2022
See O-22-0011

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

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: Ravindra Patel – Fingerprints Completed 01/07/25

Business Name: OSLSN LLC DBA G Food Mart

Business Address: 3598 Williamson Rd, Macon, GA 31206

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

DocuSigned by:

Granted _____ 1/14/2025
Sheriff, Macon-Bibb County, Georgia **Date**

1C561778CDEE414...

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

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

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

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

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

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

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

Docusign Envelope ID: C5CAF30C-0EA7-4111-A607-6E35CB5BE5F3

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

Review Form

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

The following required documents are included in the application:

___ Signature form

___ BSO Recommendation letter

___ Proof of Planning and Zoning compliance

___ Affidavit from the Macon-Bibb County Engineer's Department

___ Affidavit from the Macon Telegraph Newspaper

Legal Review 1/16/2025 (Date) DS SD (Initials)

Comments

After review, legal recommends approval.

Initials

Initial SF Stephanie Freeman, Administrative Office Specialist

Revised 7/01/24

Routing/File Form

Document Type: □ Contract □ Deed ☑ Ordinance □ Resolution □ Grant □ Other
(Check one of the above document types)

PURPOSE: AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A BUDGET TRANSFER WITHIN THE ENGINEERING DEPARTMENTAL BUDGET, FROM THE PROFESSIONAL SERVICES LINE ITEM TO THE CONTRACT LABOR LINE ITEM, IN THE AMOUNT OF $250,000.00 FOR THE PURPOSE OF FUNDING ROADWORK CONTRACTS; AND FOR OTHER LAWFUL PURPOSES.

Annual Cost: N/A

Total Contract Amount: N/A

Administering Department or Officer: Engineering
Contractor(s): N/A

Contract Start Date: N/A **Contract End Date:** N/A

Funding Source(s): N/A

Automatic Renewals: _____ yes _____ no
Number of Renewals: _____ **Final Expiration Date:** _____

	Ordinance/Resolution		Contracts/Other	
Reviewed By:	**Initials**	**Month/Day/Year**	**Initials**	**Month/Day/Year**
Assistant County Att. I,II,III		/ /		/ /
Sr./ Ch./Cnty. Attorney	MJM	1 / 8 / 25		/ /
Grant Administrator		/ /		/ /
Finance Director		/ /		/ /
County Manager		/ /		/ /
Mayor		/ /		/ /
Clerk of Commission		/ /		/ /

Commission Approval ___/___/___

Additional comments, instructions, etc.: _____

ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE CLERK OF COMMISSION'S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.
K:\Atty\TEMPLATES 2014\Template Routing Sheet, 10-02-18.doc

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER JOEY HULETT**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER DONICE BRYANT-CATO**	☐ **COMMISSIONER BRENDALYN BAILEY**

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A BUDGET TRANSFER WITHIN THE ENGINEERING DEPARTMENTAL BUDGET, FROM THE PROFESSIONAL SERVICES LINE ITEM TO THE CONTRACT LABOR LINE ITEM, IN THE AMOUNT OF $250,000.00 FOR THE PURPOSE OF FUNDING ROADWORK CONTRACTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 18, 2024, the Macon-Bibb County Commission adopted ordinance O-24-0033, establishing the FY25 budget, said ordinance to become effective on July 1, 2024; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body; and

WHEREAS, Engineering has requested the transfer of $250,000.00 from the Professional Services line item to the Contract Labor line item to provide additional funding for roadwork contractors; 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 hereby approves a budget transfer within the Engineering Departmental Budget, from the Professional Services line item to the Contract Labor line item, as provided in the Budget Amendment form attached hereto and incorporated herein as Exhibit A.

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, Finance Director, 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 _____, 2025.

By:_____
LESTER M. MILLER, Mayor

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

\\Tc-Storage.Maconbibb.Us\Countyattstorage\ORD MACON-BIBB\2025 Miller Transferring $250,000 From Engineering Professional Services To Contract Labor 1-8-25.Docx

EXHIBIT A

Macon-Bibb County

July 1, 2024 to June 30, 2025

Budget Amendment

Amendment Number:

Supplemental

Department

Date of Request: 1/8/2025 Department: Budget and Strategic Planning

Administrative X

(check a box)

Transfer From:

Account Title	Account Number	Amount
Professional Services	100.4275.4001.521200.028	250,000.00
	Total	250,000.00

Transfer To:

Account Title	Account Number	Amount
Contract Labor	100.4275.4001.523850.001	250,000.00
	Total	250,000.00

Reason for Transfer-

Transfer budget for Roadway Patching.

Approvals:	Initials	Date
Department Head Initials/Date		2025
Budget Officer Initials/Date		2025
County Manager Initials/Date		2025

Finance Complete Transfer

Initials/Date _____ 2025

Notes to file:

SPONSORED BY:

- ☑ MAYOR LESTER M. MILLER
- ☐ MAYOR PRO TEMPORE SETH CLARK
- ☐ COMMISSIONER VALERIE WYNN
- ☐ COMMISSIONER PAUL BRONSON
- ☐ COMMISSIONER STANLEY B. STEWART
- ☐ COMMISSIONER JOEY HULETT
- ☐ COMMISSIONER RAYMOND WILDER
- ☐ COMMISSIONER BILL HOWELL
- ☐ COMMISSIONER DONICE BRYANT-CATO
- ☐ COMMISSIONER BRENDALYN BAILEY

COMMITTEE ACTION TAKEN AND DATE:

RECOMMEND: _____

_____
(Approved/Disapproved/Approved as Amended)

_____
Date

APPROVED AS TO FORM BY COUNTY ATTORNEY

_____
Michael J. McNeill
Chief Assistant County Attorney

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A BUDGET TRANSFER WITHIN THE ENGINEERING DEPARTMENTAL BUDGET, FROM THE PROFESSIONAL SERVICES LINE ITEM TO THE CONTRACT LABOR LINE ITEM, IN THE AMOUNT OF $250,000.00 FOR THE PURPOSE OF FUNDING ROADWORK CONTRACTS; AND FOR OTHER LAWFUL PURPOSES.

Referred to the Committee on _____

_____

Date: _____

REPORT

Rendered _____

and _____

VOTE

	Yes	No	Abstain	Absent
Wynn				
Bronson				
Stewart				
Hulett				
Clark				
Wilder				
Howell				
Bryant-Cato				
Bailey				
Mayor Miller				
Total:				

LEGISLATIVE SPONSORS	
☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN	☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER STANLEY B. STEWART	☐ COMMISSIONER JOEY HULETT
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER DONICE BRYANT-CATO	☐ COMMISSIONER BRENDALYN BAILEY

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO $10,624,314.00 FROM 2018 SPLOST PROCEEDS TO BE ALLOCATED TO AUTHORIZED PROJECTS AS SPECIFIED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, a one cent Special Purpose Local Option Sales and Use Tax was approved by Resolution, dated August 2, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016 on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being $280,000,000.00 which collection is set to begin on April 1, 2018, or upon the termination of the current SPLOST being collected (the "2018 SPLOST Revenues"); and

WHEREAS, the Macon-Bibb County Commission believes that the appropriation of up to $10,624,314.00 from the 2018 SPLOST Revenues to provide funding for the planned expenditures described herein will benefit and be in the best interests of the citizens of Macon-Bibb County; and

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

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

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to $10,624,314.00 from 2018 SPLOST Revenues for funding the following authorized expenditures, in the following amounts:

A. $1,922,840.00 to Stormwater Management – Various to satisfy an obligation under an intergovernmental agreement;
B. $481,696.00 to Stormwater Management – Emergency to satisfy an obligation under an intergovernmental agreement;
C. $865,278.00 to Cultural and Public – Health Department/Mental Health to satisfy an obligation under an intergovernmental agreement;
D. $2,384,260.00 to Recreation – Filmore Thomas for park improvements;
E. $4,000,000.00 to Economic Development – Industrial to satisfy an obligation under an intergovernmental agreement; and
F. $970,240.00 to Cultural and Recreation – Grand Opera House for Grand Opera House improvements.

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

Section 4.

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

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent

jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

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

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2025.

By:_____
LESTER M. MILLER, Mayor

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

Q:\ORD MACON-BIBB\2025 Miller Appropriating $10,624,314 In 2018 SPLOST For Various Projects 1-16-25.Docx

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER JOEY HULETT**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER DONICE BRYANT-CATO**	☐ **COMMISSIONER BRENDALYN BAILEY**

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE ACCEPTANCE OF AND APPROVE THE INSTALLATION OF A BENCH IN MEMORY OF JIM, BRAX, AND TATE BRAGG IN COLEMAN HILL 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 Julie Bragg to donate a bench, given to her by the Bragg Jam non-profit in memory of her late husband and sons, to Macon-Bibb County to be placed in Coleman Hill Park; and

WHEREAS, the Macon-Bibb County Commission desires to accept the bench and install it in Coleman Hill Park, where it will be seen and utilized by music lovers, including those that come to Coleman Hill Park for the Second Sunday Concert Series; and

WHEREAS, the Macon-Bibb County Commission also desires to install a plaque in memory of Jim, Brax, and Tate Bragg beside the bench in Coleman Hill Park, to honor the Bragg family's contribution to the Macon-Bibb County music scene; and

WHEREAS, in order for the Parks and Beautification Department to purchase materials to install a plaque in memory of Jim, Brax, and Tate Bragg beside the donated bench, a supplemental appropriation of up to $500.00 from General Fund – Fund Balance to the Parks and Beautification 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 approve and authorize the acceptance of and the installation of a bench in memory of Jim, Brax, and Tate Bragg at Coleman Hill Park. A picture of the bench is attached hereto and incorporated herein as Exhibit A.

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 memorial 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, the County Manager, the Director of Parks and Beautification, 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 _____, 2025.

By:_____
LESTER M. MILLER, Mayor

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

Q:\ORD MACON-BIBB\2025 Miller Authorizing Acceptance Of Memorial Bench For Bragg Family And Appropriation Of $500 For Plaque.Docx

EXHIBIT A

SWIM

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER JOEY HULETT**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER DONICE BRYANT-CATO**	☐ **COMMISSIONER BRENDALYN BAILEY**

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE A SUPPLEMENTAL APPROPRIATION FROM GENERAL FUND – FUND BALANCE TO THE AIRPORT FUND – AIRPORT-MIDDLE GA REGIONAL – BUILDING & BUILDING IMPROVEMENTS LINE, IN THE AMOUNT OF $110,000.00, TO PURCHASE LUMBER; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 18, 2024, the Macon-Bibb County Commission adopted ordinance O-24-0033, establishing the FY25 budget, said ordinance to become effective on July 1, 2024; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body; and

WHEREAS, the Middle Georgia Regional Airport has requested to purchase lumber, in the amount of $110,000.00, in advance of the awarding of the contract for the construction of the new FBO building, because lumber will take several months to ship; 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 hereby approves a supplemental appropriation from General Fund – Fund Balance to the Airport Fund – Airport-Middle Ga Regional – Building & Building Improvements line item, in the amount of $110,000.00, for the purpose of purchasing lumber.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

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

Section 4.

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

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

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

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2025.

By:_____
LESTER M. MILLER, Mayor

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

Q:\ORD MACON-BIBB\2025 Miller Supplemental $110,000.00 To Airport For Lumber 1-17-25.Docx

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER ELAINE LUCAS**	☐ **COMMISSIONER MALLORY C. JONES, III**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER VIRGIL WATKINS, JR.**	☐ **COMMISSIONER BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION EXPRESSING THE INTENT OF MACON-BIBB COUNTY TO BE REIMBURSED FOR CERTAIN EXPENSES RELATING TO CERTAIN CAPITAL IMPROVEMENTS, AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County (the "**County**") is a single county-wide government with powers and jurisdiction of a municipal corporation and a political subdivision organized pursuant to the Constitution and laws of the State of Georgia, specifically 2012 Ga. Laws 5595, as amended by 2013 Ga. Laws 3501, the governing body for which is the Macon-Bibb County Commission (the "**Commission**"); and

WHEREAS, the members of the Commission have been duly elected and qualified; and

WHEREAS, it is the current intent of the County to make certain capital improvements including but not limited to the following: a capital outlay project or projects consisting of public safety facilities, capital equipment used for public safety purposes, or, in the operation of public safety facilities, or any combination of such purposes (the "**Projects**"); and

WHEREAS, the Commission has determined that it is in the best interest of the County to finance all or a portion of the Projects through the issuance of general obligation bonds; and

WHEREAS, the Commission has determined that it is necessary to make capital expenditures to acquire and construct the Projects prior to the time that the County arranges for the specific financing of such Project; and

WHEREAS, it is the Commission's reasonable expectation that when such financing occurs, the capital expenditures will be reimbursed with the proceeds of the financing; and

WHEREAS, in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "**Code**"), it is the Commission's desire that this resolution shall constitute the "official intent" of the Commission to reimburse such capital expenditures within the meaning of Treasury Regulation §1.150-2; 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 COMMISSION OF THE COUNTY OF MACON-BIBB COUNTY:

Section 1. All action (not inconsistent with the provisions of this resolution) heretofore taken by the Commission and the officers, employees and agents of the County directed toward such financing is hereby ratified, approved and confirmed.

Section 2. The County intends to finance approximately $2,000,000 to pay all or a portion of the costs of the Projects, including the reimbursement of certain costs incurred by the County prior to the receipt of any proceeds of a financing, upon terms acceptable to the County, as authorized in a resolution to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith.

Section 3. The officers, employees and agents of the County shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Projects and to otherwise carry out the transactions contemplated by the resolution.

Section 4. The officers and employees of the County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provision of this resolution.

Section 5. The County shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h).

Section 6. This resolution is intended to be a declaration of "official intent" to reimburse expenditures within the meaning of Treasury Regulation §1.150-2.

Section 7. If any section, paragraph, clause, or provision of this resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 8. All acts, orders and resolutions of the Commission, and parts thereof, inconsistent with this resolution be, and the same hereby are, repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 9. The resolution shall be in full force and effect upon its passage and approval.

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 hereby incorporated by reference into this provision.

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

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

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

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

BE IT FURTHER RESOLVED that 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 _____, 2025.

By:_____
LESTER M. MILLER, Mayor

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

CLERK'S CERTIFICATE

Now comes the undersigned Clerk of Commission of Macon-Bibb County, Georgia (the "**County**"), keeper of the records and seal thereof, and certifies that the foregoing is a true and correct copy of a resolution approved and adopted by the Macon-Bibb County Commission in a public meeting properly and lawfully held and assembled on _____, 2025, the original of which resolution has been entered in the official records of the County under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Ga. Code Ann. T. 50, Ch. 14.

Dated _____, 2025.

(S E A L)

Clerk of Commission

_____

Janice S. Ross, Clerk of Commission

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER JOEY HULETT**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER DONICE BRYANT-CATO**	☐ **COMMISSIONER BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE TWO CHANGE ORDERS, BOTH IN THE AMOUNT OF $10,000.00 EACH, TO THE PURCHASE ORDERS TO CIVIC PARTNERS, TO BE PAID FROM GRANT FUNDS, FOR SERVICES RENDERED TO THE DISTRICT ATTORNEY'S OFFICE FOR THE R.I.S.E. INITIATIVE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon Judicial Circuit District Attorney's Office has partnered with Civic Partners to provide services to youth involved in the District Attorney's grant-funded R.I.S.E. initiative; and

WHEREAS, Civic Partner is currently performing services and being paid by the District Attorney's Office from two distinct grants on two purchases orders, one in the amount of $24,000.00 (P.O. #2025-0556) and one in the amount of $22,000.00 (P.O. #2025-0563); and

WHEREAS, the District Attorney's Office has submitted change order requests to both of the purchase orders for Civic Partners, both in the amount of $10,000.00, for additional services provided by Civic Partners to the R.I.S.E. initiative; and

WHEREAS, pursuant to Section 19-5.8(f)(1) of the Macon-Bibb County Code of Ordinances, approval by the Macon-Bibb County Commission is required for these change orders; and

WHEREAS, the Macon-Bibb County Commission desires to approve such change orders; and

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

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

hereby approves two change orders, both in the amount of $10,000.00 each, to the purchase orders for Civic Partners (P.O. #2025-0556 and P.O. #2025-0563), for services rendered for the District Attorney's R.I.S.E. Initiative.

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 _____, 2025.

By:_____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Approving Change Orders to Civic Partners Purchase Orders 1-13-25.docx

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER JOEY HULETT**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER DONICE BRYANT-CATO**	☐ **COMMISSIONER BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR, AS WELL AS THE MACON-BIBB DEFINED CONTRIBUTION AND DEFERRED COMPENSATION PLAN ADMINISTRATIVE BOARD TO EXECUTE AN AGREEMENT WITH NATIONWIDE RETIREMENT SOLUTIONS, INC., TO PROVIDE RECORDKEEPING AND ADMINISTRATION SERVICES FOR THE MACON-BIBB COUNTY 457(b) DEFERRED COMPENSATION AND 401(a) DEFINED CONTRIBUTION PLANS, TO BE COMPENSATED IN AN AMOUNT NOT TO EXCEED TO THE TOTAL OF $98.00 PER PLAN PARTICIPANT AND 0.12% OF THE PLAN ASSETS PER YEAR, WITH COSTS TO BE DIVIDED BETWEEN THE PLANS AND PAID FROM THE PLAN ASSETS ON A PRORATED BASIS, BASED ON PLAN MEMBERSHIP; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County formally established its 457(b) Deferred Compensation and 401(a) Defined Contribution plans (the Plans) in 2019, closing eligibility for new employees to enter one of the prior pension plans; and

WHEREAS, in the process of implementing the Plans, Nationwide Retirement Solutions, Inc., was selected to provide recordkeeping & administration services; and

WHEREAS, the term of the initial recordkeeping & administration services agreement was for a period of five (5) years, with such agreement to expire in 2025; and

WHEREAS, Request for Proposals #25-008-LH (RFP 25-008) was published on August 20, 2024, soliciting proposals for recordkeeping & administration services for the Plans; and

WHEREAS, RFP 25-008 was published on Macon-Bibb County's Procurement Department website and posted to the Georgia Procurement registry, where one hundred twenty-nine (129) vendors were notified of the opportunity to submit proposals; and

WHEREAS, of the vendors notified four (4) self-identified as African-American owned businesses, thirteen (13) self-identified as Asian-American owned businesses, and one (1) self-identified as a Native American owned business; and

WHEREAS, on the published due date on October 10, 2024, four (4) proposals were received in Procurement, tabulated for responsiveness, and provided to the Plan Board for review; and

WHEREAS, after reviewing the proposals, in consultation with the consultant from Mariner Wealth Advisors, Nationwide Retirement Services, Inc., was recommended for award; and

WHEREAS, Procurement concurs 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 approved and adopt the recommendation of the Macon-Bibb Defined Contribution and Deferred Compensation Plan Administrative Board to select Nationwide Retirement Services, In., to provide recordkeeping/administration services for the Macon-Bibb County 457(b) deferred compensation and 401(a) plans, to be compensated for services in an amount not to exceed to the total of $98 per plan participant and 0.12% of the plan assets for each plan, per year, with costs to be divided between the plans and paid from the plan assets thereof on a prorated basis, based on plan membership, with such agreement to be in a substantially similar form to 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 _____, 2025.

By:_____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement With Nationwide For 401-475 Plans 1-16-25.Docx

EXHIBIT A

FIRST AMENDMENT TO THE ADMINISTRATIVE SERVICES AGREEMENT FOR THE GOVERNMENTAL 457(b) DEFERRED COMPENSATION PLAN FOR MACON-BIBB COUNTY, GEORGIA

This first Amendment to the Administrative Services Agreement ("Amendment") is effective as of the date signed by the Plan Sponsor (the "Effective Date") by and between Nationwide Retirement Solutions, Inc., a Delaware corporation ("Nationwide"), and Macon-Bibb County, Georgia, the Plan Sponsor ("Plan Sponsor").

WHEREAS, Plan Sponsor and Nationwide executed the Administrative Services Agreement for the Macon-Bibb County Georgia, 457(b) Deferred Compensation Plan ("Agreement") between Nationwide and Plan Sponsor, effective on the 15th day of October 2019, under which Nationwide agreed to provide administrative services to the Plan Sponsor's Deferred Compensation Plan ("Plan"); and

WHEREAS, Plan Sponsor desires to continue to contract with Nationwide in connection with the administration of the Plan; and

WHEREAS, Nationwide desires to continue to provide such administrative services to the Plan subject to the terms and conditions set forth in the Agreement.; and

NOW, THEREFORE, Plan Sponsor and Nationwide hereby mutually agree to amend the Agreement by agreeing to the following:

Section 4.A. ("COMPENSATION") of the Agreement is hereby deleted and replaced in its entirety with the following:

4. COMPENSATION

   A. As compensation for the performance of the Administrative Services provided by Nationwide pursuant to this Agreement, the Plan Sponsor and Nationwide agree that Nationwide shall be entitled to receive an annualized compensation requirement of 0.12% (12 basis points) of the Plan's account value held by Nationwide ("Compensation Requirement") to be calculated and collected according to Nationwide's standard business practices. Nationwide's Compensation Requirement will be taken in the form of an explicit asset management charge applied against all Plan assets under management, including Plan balances held in the Self-Directed Brokerage Account ("SDBA") and as outstanding participant loan balances. The explicit asset management charge of 12 basis points will be taken against participant loans by applying an additional finance charge to the loan interest rate. In addition to the foregoing, the parties acknowledge and agree that Nationwide may receive revenue associated with annuity contracts, revenue from mutual fund providers, as well as fees associated with specific services or products.

Except as otherwise amended herein, all other terms and conditions of the Agreement not in conflict shall remain in full force and effect. If there is a conflict or ambiguity among the amendment and the Agreement, the documents in the following order shall prevail and control: (1) this first Amendment and (2) the original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date signed by the Plan Sponsor.

APPROVED BY

Nationwide Retirement Solutions, Inc.:

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED BY

Macon-Bibb County, Georgia
Plan Sponsor

By: _____

Printed Name: _____

Title: _____

Date: _____

FIRST AMENDMENT TO THE ADMINISTRATIVE SERVICES AGREEMENT FOR THE GOVERNMENTAL 401(a) DEFINED CONTRIBUTION PLAN FOR MACON-BIBB COUNTY, GEORGIA

This first Amendment to the Administrative Services Agreement ("Amendment") is effective as of the date signed by the Plan Sponsor (the "Effective Date") by and between Nationwide Retirement Solutions, Inc., a Delaware corporation ("Nationwide"), and Macon-Bibb County, Georgia, the Plan Sponsor ("Plan Sponsor").

WHEREAS, Plan Sponsor and Nationwide executed the Administrative Services Agreement for the Macon-Bibb County Georgia, 401(a) Defined Contribution Plan ("Agreement") between Nationwide and Plan Sponsor, effective on the 1st day of October 2019, under which Nationwide agreed to provide administrative services to the Plan Sponsor's Defined Contribution Plan ("Plan"); and

WHEREAS, Plan Sponsor desires to continue to contract with Nationwide in connection with the administration of the Plan; and

WHEREAS, Nationwide desires to continue to provide such administrative services to the Plan subject to the terms and conditions set forth in the Agreement.; and

NOW, THEREFORE, Plan Sponsor and Nationwide hereby mutually agree to amend the Agreement by agreeing to the following:

Section 4.A. ("COMPENSATION") of the Agreement is hereby deleted and replaced in its entirety with the following:

4. COMPENSATION

   A. As compensation for the performance of the Administrative Services provided by Nationwide pursuant to this Agreement, the Plan Sponsor and Nationwide agree that Nationwide shall be entitled to receive an annualized compensation requirement of 0.12% (12 basis points) of the Plan's account value held by Nationwide ("Compensation Requirement") to be calculated and collected according to Nationwide's standard business practices. Nationwide's Compensation Requirement will be taken in the form of an explicit asset management charge applied against all Plan assets under management, including Plan balances held in the Self-Directed Brokerage Account ("SDBA") and as outstanding participant loan balances. The explicit asset management charge of 12 basis points will be taken against participant loans by applying an additional finance charge to the loan interest rate. In addition to the foregoing, the parties acknowledge and agree that Nationwide may receive revenue associated with annuity contracts, revenue from mutual fund providers, as well as fees associated with specific services or products.

Except as otherwise amended herein, all other terms and conditions of the Agreement not in conflict shall remain in full force and effect. If there is a conflict or ambiguity among the amendment and the Agreement, the documents in the following order shall prevail and control: (1) this first Amendment and (2) the original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date signed by the Plan Sponsor.

APPROVED BY

Nationwide Retirement Solutions, Inc.:

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED BY

Macon-Bibb County, Georgia
Plan Sponsor

By: _____

Printed Name: _____

Title: _____

Date: _____

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER JOEY HULETT**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER DONICE BRYANT-CATO**	☐ **COMMISSIONER BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BIG BROTHERS BIG SISTERS OF THE HEART OF GA, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT, IN THE AMOUNT OF $53,077.00, TO PROVIDE MENTORING SERVICES TO AT-RISK YOUTH; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by a Community Development Block Grant ("CDBG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Big Brother Big Sisters of the Heart of Ga, Inc. ("BBBS") has applied for CDBG funding, in the amount of $53,077.00 from ECD; and

WHEREAS, BBBS intends to utilize CDBG funds to provide mentoring services to at-risk youth, who will be matched with a mentor and will receive services in an in-person or virtual environment several hours each month; and

WHEREAS, ECD has determined this to be eligible CDBG activity and has selected BBBS for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and Big Brothers Big Sisters of the Heart of GA, Inc. for the County to provide CDBG funding in the amount of FIFTY-THREE THOUSAND SEVENTY-SEVEN DOLLARS AND 00/100 CENTS ($53,077.00) to provide mentoring services to at-risk youth, 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 _____, 2025.

By:_____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Big Brother Big Sisters CDBG Funds $53,077.00 1-14-25.docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
BIG BROTHERS BIG SISTERS OF THE HEART OF GA, INC.
175 Emery Highway
Macon, Georgia 31217
Phone 478-745-3984

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

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

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

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
PREAMBLE

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

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

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

(a) Activities benefiting low- and moderate-income persons;

(b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

(c) Activities designed to meet community development needs having a particular urgency.

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

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated

to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

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

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY24 (July 1, 2024 thru June 30, 2025) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:
Community Development Block Grant
Subrecipient Name:
Big Brothers Big Sisters of the Heart of GA, Inc.
UEI Number:
VLDJHBMTDDD4
Federal Award Identification Number:
B-24-MC-13-0005
Federal Award Date:
November 21, 2024
Subaward period of performance start and end date:
July 1, 2024, thru June 30, 2025
Federal Funds Obligated:
$53,077.00
Project Description:
To provide mentoring program services for at-risk youth.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201
CFDA Name and Number:
Community Development Block Grants/Entitlement Grants; 14.218
Research and Development:
No
Provision:
OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on

buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

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

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **FIFTY-THREE THOUSAND AND SEVENTY-SEVEN DOLLARS AND 00/100 CENTS ($53,077.00)** (hereinafter the "Grant") to implement the following project (s): "**Big Brother Big Sisters of the Heart of Georgia, Inc (Mentoring for Change) PY2024 CDBG program,"** to provide mentoring services to at-risk youth of Bibb County. Youth will be matched with a mentor, who will meet one-on-one in-person or virtually for several hours each month. BBBS will also provide enrichment activities in-person or virtually for adults and youths to participate in, including programs supporting financial health, job search and career options, mental health, and education support. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

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

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

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

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 1001
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

<u>If to Sub-grantee</u> Big Brothers Big Sisters of the Heart of GA, Inc.
Attention: Betsy Fitzgerald, CEO
175 Emery Highway
Macon, Georgia 31217
Phone: 478-745-3984

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to

theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

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

F. The Macon-Bibb County Government's Recognition

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

G. Amendments

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

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

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

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

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

H. Suspension or Termination

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

(a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

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

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

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

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

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

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records

shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meet one of the National Objectives of the (CDBG) program;

(c) Records required to determine the eligibility of activities;

(d) Records documenting compliance with the fair housing and equal opportunity components of the (CDBG) program;

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

(f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Close-outs

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

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

6. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Invoicing and Payment Procedures

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

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

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

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

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled

checks, receipts, or other documentation evidencing funds expended by Sub-grantee.

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

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

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

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

3. Progress Reports

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

D. Procurement

1. Compliance

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

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

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

2. OMB Standards

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

3. Travel

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

4. Security

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

E. Use and Reversion of Assets

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

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

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

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

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

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the

Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

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

2. Nondiscrimination

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

3. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

enterprises in lieu of an independent investigation.

3. Access to Records

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

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

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

C. Employment Restrictions

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

D. Conduct

1. Assignability

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

2. Subcontracts

(a) Approvals

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

(b) Monitoring

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

(c) Content

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

(d) Selection Process

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

(e) Employee Verification

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

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

5. Lobbying

The Sub-grantee hereby certifies that:

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

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

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

6. Lobbying Certification

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

7. Copyright

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

8. Religious Activities

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

ARTICLE IX
SEVERABILITY

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

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

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

ARTICLE XI
WAIVER

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

ARTICLE XII
ENTIRE AGREEMENT

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

ARTICLE XIII
CHOICE OF LAW AND VENUE

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

(Signatures on following page)

SIGNATURE PAGE

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

ATTEST:

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

_____
Date

MACON-BIBB COUNTY

_____
Lester M. Miller, Mayor

ATTEST:

_____
Witness

_____
Date

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

_____
Wanzina Jackson, Director

ATTEST:

_____
Witness

_____
Date

BIG BROTHERS BIG SISTERS OF THE HEART OF GA, INC.

_____
Betsy Fitzgerald, Executive Director

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Big Brothers, Big Sisters of the Heart of Georgia, Mentoring for Change in Macon-Bibb County 2024 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

Big Brothers Big Sisters of the Heart of Georgia ("BBBS") will provide mentoring program services to 50 at-risk youth of Macon-Bibb County. Youth will be matched with a mentor, who will meet one-on-one in-person or virtually for several hours each month. BBBS will also provide enrichment activities in-person or virtually for adults and youth to participate in, including programs supporting financial health, job search and career options, mental health, and education support.

Program services will focus on young people ages 6-18 living in Macon-Bibb with one or more of the following risk factors:

- Screened as being low risk to public safety by a juvenile justice agency
- Post-adjudication as part of an alternative to detention approach authorized by the court and supportive service while on probation or community supervision
- Having a sibling, parent, or significant family member who has been incarcerated; or a sibling involved with the juvenile justice system
- Dealing with opioid/substance abuse problems
- Teen Pregnancy
- Living in a single-parent household
- Living at or below the poverty line
- School dropout or inconsistent attendance

IMPLEMENTATION PLANS

General Administration

All of our core mentoring practices align with the standards outlined in the *Elements of Effective Practices for Mentoring*, including the benchmarks and enhancements outlined in the checklist. Our standards have evolved but have always been followed for over 70 years.

We have addressed each standard below:

Standard 1 – Recruitment: Our recruitment process for mentors and parents/caregivers starts with a

candid conversation with one of our customer relations staff that sets expectations for the program, including the benefits, practices, and challenges. We help young people and their parents understand what mentoring is and what they can expect from a mentoring relationship. Written statements outline eligibility requirements for mentors and mentees in the program.

Standard 2 – Screening: Safety is a top priority. Mentor screening begins with an application to the program, a comprehensive criminal background check including searching national and local criminal records database along with sex offender and child abuse registries. We conduct a reference check with three references, including personal and professional contacts. If the reference checks and references are satisfactory, we complete an in-depth, face-to-face interview with the mentor. The mentor agrees to a one-year minimum commitment (12 months for our community-based program, school year for school-based. The parent/guardian agrees to participate in enrichment activities provided by the agency or agency partners.

Standard 3 – Training: Mentor training includes a minimum of two hours of in-person or online, pre-match training that includes the following topics:

- Program rules
- Mentor's goals and expectations for the mentor/mentee relationship
- Mentor's obligations and appropriate roles
- Relationship development and maintenance
- Ethical issues that may arise related to the mentoring relationship
- Effective closure of the mentoring relationship
- How to access the support available to all mentors

The program provides evidence-based training materials to use for the sessions, and additional pre-match training opportunities are offered beyond the two hour, in-person requirement. The program address the following developmental topics in the training:

- Youth development process
- Cultural, gender, and economic issues
- Opportunities and challenges associated with mentoring youth involved with juvenile justice

The program also uses the training to continue to screen mentors for suitability and develops techniques for early troubleshooting should problems be identified. Ongoing training, as identified by monthly match support contacts, is provided to volunteers, youth, and parents/guardians as needed.

For mentees and their parent/guardian(s), we provide an introductory orientation to train on the following topics:

- Program guidelines
- Mentor's obligations and appropriate roles
- Mentees' obligations and appropriate roles
- Parent/guardian involvement guidelines

We utilize a signed match agreement to make sure all parties understand their roles.

Standard 4 – Matching: BBBS assesses a number of factors including the aims/goals of the specific program, and the characteristics of the mentor and mentee. For example, we look at interests, proximity, availability, age, gender, race, ethnicity, personality and expressed preferences of mentor, mentee, and

parent/guardian, when making matches. We conduct an initial match meeting with BBBS program staff in attendance, to introduce the participants, review the "ground rules," discuss and develop a Youth Outcomes Development Plan (YODP), and celebrate the new mentoring relationship.

Standard 5 – Monitoring and Support: BBBS program staff contact the mentor, mentee, and parent/guardian at least twice the first month, and a minimum of once a month, every month thereafter. This contact allows us to document information about each mentor-mentee contact, including, at a minimum, the date, length, and nature of contact. BBBS staff provides mentors with expert advice during these conversations. Web-based resources, mentor support groups, and social service referrals to help mentors negotiate challenges in the mentoring relationships as they arise. We follow evidence-based protocol to elicit more in-depth assessment from the mentor and mentee about their relationship while using scientifically tested relationship assessment tools developed by Big Brothers Big Sisters of America.

Our agency will also provide one or more opportunities per year for post-match mentor training as well as group activities for the mentors and their mentees. We offer information about activities that matches may wish to participate in together and provide donated tickets for activities. We also thank mentors and partners annually, recognizing their contributions during the year.

Standard 6 – Closure: BBBS has procedures in place to manage anticipated and unanticipated closures, including a system for a mentor or mentee rematch, when appropriate. We conduct and document exit interviews with mentors and mentees. We encourage all matches that are on track to continue in the program. We have a written statement outlining terms of match closure and policies for mentor/mentee contact after a match ends.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

The Director of Programs, Jackie Curtis, will oversee project implementation. This position will be responsible for quality assurance and staff supervision. She is supported by Program Manager Mickell Gooden.

The President & CEO, Betsy Fitzgerald, will oversee the overall operations of the program, data collection, and reporting. In addition, she will play a key role in volunteer and partner cultivation and recruitment while expanding agency funding. The Director of Programs and will set goals and recruitment targets for program staff. She will also be responsible for oversight of all finance, accounting, and financial reporting activities. She will ensure the agency has the systems and procedures in place to support effective program implementation and conduct flawless audits. She will work closely with program members, not only to educate them regarding finance and accounting procedures but also to explore how the finance function can support program operations. She will ensure that the program implementation and program audits are completed correctly.

Our Mentoring Relationship Specialists will support this project. The full time Mentoring Relationship Specialists is responsible for planning and implementing mentor and youth recruitment and enrollment including assessment of volunteers and parents/guardians and clients, making appropriate matches, and providing on-going support to matches in compliance with national standard and agency policies.

Grant funds will support a Mentoring Relationship Specialist, who will recruit mentors and youth, match, and provide match support. This grant will also support a part-time Mentoring Relationship Specialist who will provide customer service to the matches.

Program quality is ensured by hiring staff holding at least a Bachelors Degree in related fields including

social work, counseling, or education. An exception may be made if an employee demonstrates significant equivalent work experience. The President & CEO has over 25 years of nonprofit experience, including serving disadvantaged children, and serves as a foundation for training and support to ensure adherence to grant requirements.

B. National Objectives

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

C. Levels of Accomplishment - Goals and Performance Measures

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

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Mentoring Services Availability and accessibility of services to low income families. Services are at no-cost 100% of our families and volunteers. Services support and enhance existing social supports, creating strong individuals, families, and communities.	4-12 hours each month	July 1, 2024-June 30, 2025	80% of program youth improve their attitudes towards risky behaviors including using tobacco, drugs, drinking, skipping school, hitting someone, and breaking rules in school. 80% of youth in the program will avoid any new involvement with the juvenile justice system. 50 Youth-Mentor matches
2) Youth and Adult Enrichment Activities *Increased opportunities for a positive future.* Availability and accessibility of services to low-income families. Services are at no cost 100% of our families and volunteers.	50 matches annually	July 1, 2024-June 30, 2025	50% of all matches will participate in at least one structured activity a year. 35% of families in the program will participate in family/parent engagement activities at least once per year. 50% of matches will participate in at least one virtual or in-person college/technical school campus activity.
Total Number Served			50 Individuals served

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

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement, and comparing the Subgrantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement, and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month.**

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

E. Macon-Bibb County Recognition

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

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2024, and end on June 30, 2025**. The term of this

Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Amount
Mentoring Relationship Specialist ($19.23/hr.)	$24,960.00
PT Mentoring Relationship Spec. Customer Serv. ($16/hr.)	$16,000.00
Travel	$ 936.00
Communication (telephone)	$ 86.00
Insurance	$ 408.00
Promotional Activities	$ 7,000.00
Match Recruitment	$ 750.00
Match & Family Activities	$ 750.00
Office Supplies	$ 50.00
MatchForce Software	$ 450.00
Operating Supplies (Criminal Backgrounds)	$ 1,187.00
Employee/Volunteer Training	$ 500.00
TOTAL	**$53,077.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$53,077.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

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

EXHIBIT "B"
PROGRAM REQUIREMENTS

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

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER JOEY HULETT**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER DONICE BRYANT-CATO**	☐ **COMMISSIONER BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FAMILY ADVANCEMENT MINISTRIES, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT, IN THE AMOUNT OF $10,140.00, TO PROVIDE CAR SEATS TO FAMILIES WITH YOUNG CHILDREN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by a Community Development Block Grant ("CDBG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Family Advancement Ministries, Inc. ("FAM") has applied for CDBG funding in the amount of $10,140.00 from ECD; and

WHEREAS, FAM intends to utilize CDBG funds to implement the FAM Kids Safe Program, which will provide car seats to eligible families with young children to help provide those children with safe environment while traveling, and enhancing compliance with GA Public Safety laws regarding car seat usage; and

WHEREAS, ECD has determined this to be eligible CDBG activity and has selected FAM for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and Family Advancement Ministries, Inc. for the County to provide CDBG funding, in the amount of TEN THOUSAND ONE HUNDRED FORTY DOLLARS AND 00/100 CENTS ($10,140.00) for Family Advancement Ministries to provide car seat to eligible families with young children, 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 _____, 2025.

By:_____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Family Advancement Ministries CDBG Funds $10,140.00 1-14-25.docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
FAMILY ADVANCEMENT MINISTRIES, INC.
538 Orange Street
Macon, GA 31201
Phone 478-746-9803
Fax 478-745-0847

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

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

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

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
PREAMBLE

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

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

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

(a) Activities benefiting low- and moderate-income persons;

(b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

(c) Activities designed to meet community development needs having a particular urgency.

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

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

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

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY24 (July 1, 2024-June 30, 2025) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award
Community Development Block Grant
Subrecipient Name:
Family Advancement Ministries, Inc
UEI Number:
J8RMY8GLZKN
Federal Award Identification Number:
B-24-MC-13-0005
Federal Award Date:
November 21, 2024
Subaward period of performance start and end date:
July 1, 2024, thru June 30, 2025
Federal Funds Obligated:
$10,140.00
Project Description:
To provide car seats for young children so they will be in a safe environment while traveling,
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201
CFDA Name and Number:
Community Development Block Grants/Entitlement Grants; 14.218
Research and Development:
No
Provision:
OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on

buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

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

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **TEN THOUSAND ONE HUNDRED AND FORTY DOLLARS AND 00/100 CENTS ($10,140.00)** (hereinafter the "Grant") to implement the following project (s): "**Family Advancement Ministries (Macon-Bibb Safe Kids) PY2024 CDBG Program.**" This program will benefit low-moderate families with young children by distributing children's car seats providing them with a safe environment while traveling and enhancing compliance with GA Public Safety laws regarding car seat usage. This program addresses keeping children safe in cars and enabling parents to safely transport their children to daycare as they work, seeking employment or attend school or training sessions. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

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

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

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

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

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

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. The Macon-Bibb County Government's Recognition

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

G. Amendments

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

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

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

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

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

H. Suspension or Termination

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

(a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

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

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

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

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

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

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24

CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing

statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit “C, part II,” detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit “B” and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit “D” detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance funds and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to the dollar value, shall be conducted in a manner so as to provide maximum open-free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this

definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have

business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that the venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

_____
Janice S. Ross, Macon-Bibb County Clerk of Commission

_____
Lester M. Miller, Mayor

_____
Date

ATTEST:

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

_____
Witness

_____
Wanzina Jackson, Director

_____
Date

ATTEST:

FAMILY ADVANCEMENT MINISTRIES, INC.

_____
Witness

_____
Gwendolyn Rolfes, Executive Director

_____
Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Family Advancement Ministries, Inc (Macon-Bibb Safe Kids) 2024 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY
Family Advancement Ministries (FAM) "Kids Safe Program" benefits low and moderate-low-income families with young children by distributing children's car seats providing them with a safe environment, while traveling, and enhancing compliance with GA Public Safety laws regarding car seat usage. This program addresses keeping children safe in cars and enabling parents to safely transport their children to daycare as they work, seek employment, or attend school or training sessions

IMPLEMENTATION PLANS
General Administration
FAM's car seat distribution will include appropriate training for parents in the use and installation of seats. Each parent/caregiver will be interviewed, documents collected, and staff will ensure that all recipients will qualify under the income qualifications as described in the CDBG protocols.

Each parent will pick up the seats at the Family Advancement Ministries office, receive appropriate training, and sign all documentation.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

Sandra Reid, a certified car seat technician will monitor the training of parents. Kayla Isom will be the case manager for the car seat program and Gigi Rolfes, the Executive Director, will be responsible for the overall program management.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Car seat distribution	4 seats/month	July 1, 2024-June 30, 2025	48 families
2) Car seat safety instructions	4 families trained each month	July 1, 2024-June 30, 2028	48 families
3) Total Number Served			48 families

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG, and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month**.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee

will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2024, and end on June 30, 2025**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line-Item		Amount
Car Seats:		**$**10,140.00
Infant Carriers	$2,535.00	
Convertible Car Seats	$3,802.50	
Comb/Express Car Seats	$3,802.50	
TOTAL		**$10,140.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$10,140.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER JOEY HULETT**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER DONICE BRYANT-CATO**	☐ **COMMISSIONER BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRISIS LINE & SAFE HOUSE OF CENTRAL GEORGIA, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT, IN THE AMOUNT OF $49,887.00, TO PROVIDE SHELTER SERVICES TO INDIVIDUALS AND FAMILIES INVOLVED IN DOMESTIC VIOLENCE SITUATIONS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by a Community Development Block Grant ("CDBG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Crisis Line & Safe House of Central Georgia, Inc. ("CL&SH") has applied for CDBG funding in the amount of $49,887.00 from ECD; and

WHEREAS, CL&SH intends to utilize CDBG funds to provide accommodations, meals, groceries, supplies, and comprehensive services and assistance to up to 125 individuals and families involved in domestic violence situations; and

WHEREAS, ECD has determined this to be eligible CDBG activity and has selected CL&SH for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and Crisis Line & Safe House of Central Georgia, Inc. for the County to provide CDBG funding, in the amount of FORTY-NINE THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS AND 00/100 CENTS ($49,887.00) for Crisis Line & Safe House to provide shelter services to individuals and families involved in domestic violence situations, 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 _____, 2025.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Crisis Line and Safe House CDBG Funds $49,887.00 1-14-25.docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
CRISIS LINE & SAFE HOUSE OF CENTRAL GEORGIA, INC.
915 Hill Park, Suite 100C
Macon, Georgia 31201
Phone 478-745-9292

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Crisis Line & Safe House of Central Georgia, Inc.,** ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"
The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department
The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee
The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household
The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count
A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count
An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter "CDBG") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

(a) Activities benefiting low- and moderate-income persons;

(b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

(c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated

to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY24 (July 1, 2024-June 30, 2025) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provide certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:
Community Development Block Grant
Subrecipient Name:
Crisis Line & Safe House of Central Georgia, Inc.
UEI Number:
L2N8CXVX798
Federal Award Identification Number:
B-24-MC-13-0005
Federal Award Date:
November 21, 2024
Subaward period of performance start and end date:
July 1, 2024, thru June 30, 2025
Federal Funds Obligated:
$49,887.00
Project Description:
To provide shelter services to individuals/families involved in domestic violence situations within a 12-month period, along with comprehensive services.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201
CFDA Name and Number:
Community Development Block Grants/Entitlement Grants; 14.218
Research and Development:
No

Provision:
OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on

> buildings, equipment, and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".
>
> Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **FORTY-NINE THOUSAND EIGHT HUNDRED AND EIGHTY-SEVEN DOLLARS AND 00/100 CENTS ($49,887.00)** (hereinafter the "Grant") to implement the following project (s): "**Crisis Line and Safe House Domestic Violence Shelter and Outreach Program" PY2024 CDBG Program.** This program shall provide shelter services to persons/families involved in a domestic violence situation within a 12-month period, along with comprehensive services. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee Crisis Line & Safe House
Attention: Jamie Bormann, Executive Director
915 Hill Park, Suite 100C
Macon, GA 31201
Phone: 478-745-9292
Facsimile: 478-330-5535

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as funding sources. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a) Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24

CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and. accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing

statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, the Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts, or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State, and Local guidelines.

(ii) Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to the dollar value, shall be conducted in a manner so as to provide maximum open-free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b), and Section 109 of Title I

of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted

activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

_____
Janice S. Ross, Macon-Bibb County Clerk of Commission

_____
Lester M. Miller, Mayor

_____
Date

ATTEST:

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

_____
Witness

_____
Wanzina Jackson, Director

_____
Date

ATTEST:

CRISIS LINE & SAFE HOUSE OF CENTRAL GEORGIA, INC.

_____
Witness

_____
Jamie Bormann, Executive Director

_____
Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Crisis Line and Safe House, Domestic Violence Shelter and Outreach Program in Macon-Bibb County 2024 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY
Crisis Line & Safe House Shelter Program shall provide shelter services to persons/families involved in a domestic violence situation within a 12-month period, along with comprehensive services. Each of the uses of CDBG funds below represents a vital part of accomplishing the goals set out individually for clients and collectively for the agency.

IMPLEMENTATION PLANS
Low-income persons/families involved in domestic abuse enter this program through the 24-Hour crisis line. Eligible participants reside at the shelter or local e and participate in onsite case management. Services shall be administered within an undisclosed location for the safety of the domestic violence victims. Services to the clients shall be comprised of case management, advocacy, meals, clothing, transportation, therapy, linkage to resources for self-sufficiency, and other services needed to stabilize the client/family. All current and former residential clients are eligible to attend the weekly support group held at the shelter. Many former residents are choosing to participate in the non-residential weekly support group held at the counseling center. The initial case plan meeting will be held with all adult shelter residents who are in shelter for 4+ days. Program staff will provide all of these services to clients. CDBG funds will pay operating expenses for the 24-Hour crisis hotline, communication services including phone and internet, copier, scanner and fax rental, hotline advertising, rent for the shelter portion of the outreach office, and the power, gas, and water bills for the shelter. This permits normal office and residential functions at the Safe House to be maintained.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES
Executive Director: Oversees program; reviews and approves CDBG paperwork; responsible for the oversight of the monthly grant reporting and reimbursement requests.

Director of Programs: Oversees program; provides continuation services to residents after exiting the shelter.

Shelter Manager: Oversees daily operations, staff, and paperwork completion; assesses clients for program eligibility.

Child Advocate: Assesses clients for program eligibility; maintains crisis hotline.

Family Advocates (3): Assesses clients for program eligibility; maintains crisis hotline.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) 24/hr. Shelter Facility and on-site case management.	Average 10/month	July 1, 2024-June 30, 2025	To provide shelter services to 125 low-and-moderate-income victims of domestic abuse.
2) 24/hr. Crisis Line services	Average 10/month	July 1, 2024-June 30, 2025	To ensure those who call the Crisis Line are directed to the necessary services that will aid in their safety.
3)Total Number Served			125 served

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained for up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month**.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this

Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding sources. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2024, and end on June 30, 2025**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line-Item	Amount
Shelter Operating Expenses	$ 4,000.00
31-day bus passes (64x$50=$3200)	
10-ride bus passes (30x$12=$360)	
20-ride bus passes (22x$20=$440)	
Shelter Operating Expenses: Communication (Phone & Internet)	$ 2,400.00
Shelter/Hotline Operating Expenses: Communication (Phone System)	$ 3,600.00
Shelter Operating Exp (Director Cell)	$ 6,180.00
Shelter Operating Exp (Utilities Water)	$ 3,000.00
Shelter Operating Exp (Utilities Power)	$ 7,800.00
Shelter/Outreach Operating Exp (Copier; Scanner)	$ 6,000.00
Outreach Operating Exp (Rent)	$ 6,000.00
Shelter Operating Exp (Yellow pages)	$ 918.00
Shelter Operating Exp (Shelter supplies)	$ 6,000.00
Indirect Costs	$ 3,989.00
TOTAL	**$49,887.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$49,887.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT “B”
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER JOEY HULETT**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER DONICE BRYANT-CATO**	☐ **COMMISSIONER BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FAMILY COUNSELING CENTER OF CENTRAL GEORGIA, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT, IN THE AMOUNT OF $43,200.00, TO PROVIDE COUNSELING AND THERAPEUTIC PROGRAMS FOR LOW INCOME FAMILIES DEALING WITH COMPLEX ISSUES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by a Community Development Block Grant ("CDBG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Family Counseling Center of Central Georgia, Inc. ("Family Counseling Center") has applied for CDBG funding in the amount of $43,200.00 from ECD; and

WHEREAS, Family Counseling Center intends to utilize CDBG funds to provide counseling, therapeutic programs, and make referrals to other appropriate sources to help low-income families and neighborhoods dealing with an array of issues; and

WHEREAS, ECD has determined this to be eligible CDBG activity and has selected Family Counseling Center for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and Family Counseling Center of Central Georgia, Inc. for the County to provide CDBG funding, in the amount of FORTY-THREE THOUSAND TWO HUNDRED DOLLARS AND 00/100 CENTS ($43,200.00) for Family Counseling Center to provide counseling and therapeutic services to low income families dealing with complex issues, 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 _____, 2025.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Family Counseling Center CDBG Funds $43,200.00 1-14-25.docx

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER JOEY HULETT**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER DONICE BRYANT-CATO**	☐ **COMMISSIONER BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HOMEFIRST HOUSING RESOURCE SERVICES, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT, IN THE AMOUNT OF $84,700.00, TO PROVIDE HOME OWNERSHIP COUNSELING, FORECLOSURE COUNSELING, AND HOMEBUYER EDUCATION; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by a Community Development Block Grant ("CDBG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, HomeFirst Housing Resource Services, Inc. ("HomeFirst") has applied for CDBG funding in the amount of $84,700.00 from ECD; and

WHEREAS, HomeFirst intends to utilize CDBG funds to provide homeownership counseling, foreclosure counseling, homebuyer education, linkage to mortgage products, and tools to foster the ability to strengthen personal finances to assist low to moderate income families to obtain and maintain home ownership; and

WHEREAS, ECD has determined this to be eligible CDBG activity and has selected HomeFirst for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and HomeFirst Housing Resource Services, Inc. for the County to provide CDBG funding, in the amount of EIGHTY-FOUR THOUSAND SEVEN HUNDRED DOLLARS AND 00/100 CENTS ($84,700.00) for HomeFirst to provide home ownership counseling, foreclosure counseling, and homebuyer education, 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 _____, 2025.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Homefirst Housing Resource Services CDBG Funds $84,700.00 1-14-25.docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
HOMEFIRST HOUSING RESOURCE SERVICES, INC.
688 Walnut Street, Suite 102
Macon, Georgia 31201
Phone 478-219-3945
Fax 478-738-2289

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

This Agreement (“Agreement”) is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **HomeFirst Housing Resource Services, Inc.,** (“Sub-grantee”). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"
The term "Macon-Bibb County Community Development Block Grant (CDBG) Program,” or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department
The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee
The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household
The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count
A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count
An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter "CDBG") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

(a) Activities benefiting low- and moderate-income persons;

(b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

(c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY24 (July 1, 2024-June 30, 2025) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provide certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:
Community Development Block Grant
Subrecipient Name:
HomeFirst Housing Resources Services, Inc.
UEI Number:
XU8GD8CJK428
Federal Award Identification Number:
B-24-MC-13-0005
Federal Award Date:
November 21, 2024
Subaward period of performance start and end date:
July 1, 2024, thru June 30, 2025
Federal Funds Obligated:
$84,700.00
Project Description:
Provide homeownership counseling, foreclosure counseling, homebuyer education, linkage to mortgage products, and the ability to strengthen personal finances.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201
CFDA Name and Number:
Community Development Block Grants/Entitlement Grants; 14.218
Research and Development:
No

Provision:

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **EIGHTY-FOUR THOUSAND SEVEN HUNDRED DOLLARS AND 00/100 CENTS ($84,700.00)** (hereinafter the "Grant") to implement the following project (s): **"HomeFirst Housing Resource Services (Homebuyer Education and Housing Counseling) PY2024 CDBG Program."** This program will provide homeownership counseling, foreclosure counseling, homebuyer education, linkage to mortgage products, and the ability to strengthen personal finances. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee HomeFirst Housing Resource Services, Inc.
Attention: Reginald Bell, Executive Director
688 Walnut Street, Suite 102
Macon, Georgia 31201
Phone: 478-219-3945
Facsimile: 478-738-2289

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, “Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and. accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing

statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit “C, part II,” detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit “B” and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit “D” detailing the amount of funds expended.

(c) Time sheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG’s Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy through-out the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to the dollar value, shall be conducted in a manner so as to provide maximum open-free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee’s obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit “E” shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit “F” shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with

respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious

instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

_____
Janice S. Ross, Macon-Bibb County Clerk of Commission

_____
Lester M. Miller, Mayor

_____
Date

ATTEST:

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

_____
Witness

_____
Wanzina Jackson, Director

_____
Date

ATTEST:

HOMEFIRST HOUSING RESOURCE SERVICES

_____
Witness

_____
Reginald Bell, Executive Director

_____
Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **HomeFirst Housing Resource Services, (Housing Counseling, Homebuyer Education and Housing Counseling) 2024 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY
The sub-grantee will provide homeownership counseling, foreclosure counseling, homebuyer education, linkage to mortgage products, and the ability to strengthen personal finances. These services are designed to target low-moderated income residents within Macon-Bibb County, and assist in teaching the necessary steps required to obtain and maintain a home.

Program Delivery: The sub-grantee will provide quarterly Homebuyer Education Workshops, provide Public Service Announcements through various media outlets, distribute flyers through area partners, allow for one-on-one counseling steps, and provide information through various community activities and other housing programs.

IMPLEMENTATION PLANS: The sub-grantee will implement program components on a monthly basis in accordance with the terms of the contract and based on a demand for services. Implementation as indicated in HUD HandBook 7610.10 Housing Counseling Program Requirements and Guidelines’

GENERAL ADMINISTRATION: The general administration of the program to included reporting and compliance will be the responsibility of the Executive Director.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

Executive Director is a Certified Professional Housing Counselor and is responsible for managing all aspects of the organization including human resources payroll, organizational development, and financial and programmatic reporting, functions as a housing counselor and manages day-to-day activities of the agency.

Housing and Mortgage Advisor serves as a housing counselor, schedules outreach and training activities with lender, realtors and community leader etc. and develops and maintains standard operating procedures to remain in compliance with all local state and federal guidelines.

Shared responsibilities include, marketing and outreach, planning and scheduling homebuyer educational workshops, securing presenters, speakers, venue, ordering training materials and supplies, conducting pre- registration and intake, verifying income and other documentation, preparing the roll and completing and issuing homebuyer education certificates.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Homebuyer Education	4 Classes or approximately one per quarter 50 Certificates/ per year	July 1, 2024-June 30, 2025	60
2)Foreclosure Counseling	15 per year	July 1, 2024-June 30, 2025	15
3) Pre-Purchase Counseling	25 per year	July 1, 2024-June 30, 2024	25
4) Total Number served			100 Individuals Served

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, time sheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee’s compliance with the terms and conditions of this Agreement, and comparing the Subgrantee’s projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month**.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will

constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2024, and end on June 30, 2025**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line-Item	Amount
Salary Exec. Director ($36.50/hr.)	$40,000.00
Salary Housing and Mortgage Counselor ($20/hr.)	$30,000.00
Consultants and Contracts: Accounting	$ 6,000.00
Administrative & Legal	$ 2,500.00
Communications (Telephone)	$ 500.00
Printing/Outreach Advertising	$ 2,000.00
Office Supplies	$ 1,200.00
Employee Training: Housing	$ 1,500.00
Training Travel	$ 1,000.00
TOTAL	**$84,700.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$84,700.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT “B”
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER JOEY HULETT**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER DONICE BRYANT-CATO**	☐ **COMMISSIONER BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MOTHER'S NEST, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT, IN THE AMOUNT OF $20,394.00, TO PROVIDE ASSISTANCE TO NEW AND EXPECTING MOTHERS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by a Community Development Block Grant ("CDBG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Mother's Nest, Inc. ("Mother's Nest") has applied for CDBG funding in the amount of $20,394.00 from ECD; and

WHEREAS, Mother's Nest intends to utilize CDBG funds to provide new and expecting mothers with car seats and safe cribs and beds for their children; and

WHEREAS, ECD has determined this to be eligible CDBG activity and has selected Mother's Nest for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and Mother's Nest, Inc. for the County to provide CDBG funding, in the amount of TWENTY THOUSAND THREE HUNDRED NINETY-FOUR DOLLARS AND 00/100 CENTS ($20,394.00) for Mother's Nest to provide new and expecting mothers with car seats and safe beds and cribs for their children, 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 _____, 2025.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Mother's Nest Inc. CDBG Funds $20,394.00 1-14-25.docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT

AND

MOTHER'S NEST, INC
1064 PIO NONO AVE
Macon, GA 31201
Phone 478-228-5562

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Mother's Nest, Inc.,** ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"
The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department
The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee
The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household
The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count
A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count
An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter "CDBG") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

(a) Activities benefiting low- and moderate-income persons;

(b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

(c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program, and is mandated

to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY2024 (July 1, 2024-June 30, 2025) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:
Community Development Block Grant
Subrecipient Name:
Mothers Nest, Inc
UEI Number:
CBXWS97P7VT1
Federal Award Identification Number:
B-24-MC-13-0005
Federal Award Date:
November 21, 2024
Subaward period of performance start and end date:
July 1, 2024, thru June 30, 2025
Federal Funds Obligated:
$20,394.00
Project Description:
Provide new and expecting mothers with car seats and safe sleep bed/cribs to help keep their child(ren) safe.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201
CFDA Name and Number:
Community Development Block Grants/Entitlement Grants; 14.218
Research and Development:
No

Provision:
OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on

> buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".
>
> Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **TWENTY THOUSAND THREE HUNDRED AND NINETY-FOUR DOLLARS AND 00/100 CENTS ($20,394.00)** (hereinafter the "Grant") to implement the following project (s): "**Mothers Nest, Inc (Supportive Pregnancy Care) PY2024 CDBG Program.**" This program will benefit new and expecting low-to-moderate mothers by providing car seats and safe sleep beds/cribs to keep their child(ren) safe. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

<u>If to Sub-grantee</u> Mothers Nest, Inc
Attention: Sabrina Friday, Executive Director
1064 Pio Nono Ave
Macon, GA 31201
Phone: 478-228-5562

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, “Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24

CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing

statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit “C, part II,” detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit “B” and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit “D” detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance funds and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to the dollar value, shall be conducted in a manner so as to provide maximum open-free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of

the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed

or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with

respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that the venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

_____
Janice S. Ross, Macon-Bibb County
Clerk of Commission

_____
Lester M. Miller, Mayor

_____
Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

_____
Witness

_____
Wanzina Jackson, Director

_____
Date

ATTEST:

MOTHER'S NEST, INC.

_____
Witness

_____
Sabrina Friday, Executive Director

_____
Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Mothers Nest, Inc (Supportive Pregnancy Care) in Macon-Bibb County PY2024 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such a program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

The Mother's Nest Inc Mothers and Babies Evidence Based program is structured to be a group setting where young expecting mothers and new mothers can come and receive information on how to reduce stressors in their lives, and coping mechanism to prevent Maternal Mortality. The low-income mothers in Macon-Bibb who lack proper parenting skills, depression, diabetes, stress and life problems have a correlation to Maternal Mortality rate. The Mothers and Babies led program calls for one instructor and an office assistant who will meet with the mothers on a monthly basis to discuss any stressors that are affecting their quality of life. The young mothers will also receive baby items such as car seats, cribs, strollers, wipes, and other essential items. Resource materials will also be provided about mothers and babies on how to reduce stress which can be link to Maternal Mortality.

IMPLEMENTATION PLANS

General Administration
The program will provide young mothers with up close and personal care, resources, breastfeeding material, baby essential items, and efficient patient assessments, which are needed in the community to satisfy the need for improvement in Maternal Mortality Rate. Currently, mothers within Mother's Nest Inc seeking assistance are single mothers, unemployed, lacking educational and parenting training. Research show there is a high level of Maternal Mortality rate in the State of GA from this demographic of mothers which could have been avoided with early detection and having preventive measures in place to educate them on the importance of early prenatal visits.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

Mother’s Nest Executive Director Sabrina Friday will facilitate coordinating training exercises.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons. Mother's Nest Inc participants are from low-income areas of Macon, Bibb County.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Cribs	3	July 1, 2024-June 30, 2025	25 Individuals/Families
2) Car Seats	3	July 1, 2024-June 30, 2025	25 Individuals/Families
Total Served			50 Individuals/Families

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG, and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month**.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2024, and end on June 30, 2025**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line-Item	Amount
Car Seats	$10,000.00
Safe Sleep Beds/Cribs	$10,394.00
Total	**$20,394.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$20,394.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER JOEY HULETT**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER DONICE BRYANT-CATO**	☐ **COMMISSIONER BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MENTORS PROJECT OF BIBB COUNTY, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT, IN THE AMOUNT OF $12,400.00, TO PROVIDE ASSISTANCE TO STUDENTS AND FAMILIES IN THE MENTORS PROJECT TO INCLUDE THE PROVISION OF RENT, UTILITIES, GAS, AND FOOD ASSISTANCE, AND OTHER NECESSITIES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic and Community Development Department ("ECD") of the Macon-Bibb County Government and is funded by a Community Development Block Grant ("CDBG") applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, The Mentors Project of Bibb County, Inc. ("Mentors Project") has applied for CDBG funding in the amount of $12,400.00 from ECD; and

WHEREAS, Mentors Project intends to utilize CDBG funds to provide wrap around services for students and their families, which include the provision of rent and utilities assistance, gas, food, household items, furniture, and other necessities; and

WHEREAS, ECD has determined this to be eligible CDBG activity and has selected Mentors Project for award of these funds; and

WHEREAS, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to provide these CDBG funds to this organization as recommended by ECD; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement between Macon-Bibb County and The Mentors Project of Bibb County, Inc. for the County to provide CDBG funding, in the amount of TWELVE THOUSAND FOUR HUNDRED DOLLARS AND 00/100 CENTS ($12,400.00) for The Mentors Project to provide wrap around services for students and their families, which include the provision of rental and utilities assistance, gas, food, household items, furniture, and other necessities, 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 _____, 2025.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with The Mentors Project CDBG Funds $12,400.00 1-14-25.docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
THE MENTORS PROJECT OF BIBB COUNTY, INC.
484 Mulberry Street Suite 220
Macon, Georgia 31201
Phone 478-756-8624

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

This Agreement (“Agreement”) is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **The Mentors Project of Bibb County, Inc.,** (“Sub-grantee”). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"
The term "Macon-Bibb County Community Development Block Grant (CDBG) Program,” or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department
The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee
The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household
The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count
A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count
An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter "CDBG") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

(a) Activities benefiting low- and moderate-income persons;

(b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

(c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated

to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III
UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY24 (July 1, 2024-June 30, 2025) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:
Community Development Block Grant
Subrecipient Name:
The Mentors Project of Bibb County
UEI Number:
KEBYJYEBKFA9
Federal Award Identification Number:
B-24-MC-13-0005
Federal Award Date:
November 21, 2024
Subaward period of performance start and end date:
July 1, 2024, thru June 30, 2025
Federal Funds Obligated:
$ 12,400.00
Project Description:
Provide wrap-around services for students and their families which include rental and utilities assistance, gas, food, household items, furniture, and other necessities that are needed for students in the Mentors Project.
Federal Awarding Agency/Pass-Through Entity:
Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201
CFDA Name and Number:
Community Development Block Grants/Entitlement Grants; 14.218
Research and Development:
No

Provision:

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **TWELVE THOUSAND FOUR HUNDRED DOLLARS AND 00/100 CENTS ($12,400.00)** (hereinafter the "Grant") to implement the following project (s): "**Mentors Project of Bibb County (Homelessness Prevention) PY2024 CDBG Program.**" The Mentors program works with middle and high school students (grades 7-12) and some 6 graders depending on extreme circumstances. The Mentors Project provides the students in the program with academic tools and life skills that are needed to complete high school, college, post-secondary schooling, armed forces, and enter the world of work. Each student will be paired with a positive mentor from the community that provides support, counsel, friendship, and reinforcement. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee The Mentors Project of Bibb County
Attention: June O’Neal, Executive Director
484 Mulberry Street Suite 220
Macon, Georgia 31201
Phone: 478-756-8624

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding sources. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such

statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, “Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-eligible project, the Sub-grantee shall be in default. In the

event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and

(f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and. accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit “C, part II,” detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability,

and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the **15th** of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to the dollar value, shall be conducted in a manner so as to provide maximum open-free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee’s obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

_____
Janice S. Ross, Macon-Bibb County
Clerk of Commission

_____
Lester M. Miller, Mayor

_____
Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

_____
Witness

_____
Wanzina Jackson, Director

_____
Date

ATTEST:

THE MENTORS PROJECT

_____
Witness

_____
June O’Neal Executive Director
or Representative

_____
Date

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Mentors Project of Bibb County, Inc., (Homelessness Prevention) PY2024 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY
The Mentors program works with middle and high school students (grades 6-12). The Mentors Project provides the students in the program with academic tools and life skills that are needed to complete high school, college, post-secondary schooling, armed forces, and enter the world of work. Each student will be paired with a positive mentor from the community that provides support, counsel, friendship, and reinforcement.

The program provides wrap-around services for students and their families. The service includes assistance with rent, utilities, gas, food, clothing, household items, furniture, and other necessities. The program also provides services to students who are not in the program that attends Bibb County Public School. There is compelling evidence that when wraparound service is done well, students are more likely to be able to stay in their homes and communities. The students are more focused and attend to apply themselves in school academically. The wraparound services and activities will target homeless intervention for the families of all Bibb County.

IMPLEMENTATION PLANS
General Administration

- Referrals for the program will be accepted from local agencies, parents, teachers, and counselors.
- Parents and students will complete the Mentors project application.
- Applications will be assessed and processed by the Mentors Project’s Program Director.
- Students documented under the CDBG program shall be homeless or precariously housed, which shall be documented by 3rd party verification.
- Students shall be assisted toward stabilized housing. If the family meets Homeless or precariously housed, this shall be documented by 3rd party verification.
- Program Director matches students with mentor (one-to-one ratio), group mentoring, awards scholarship, wrap-around homeless services, tutoring and any other needs required for the student to continue his/her education and avoid dropping out of school.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES
A full-time Program Director manages student casework, wrap-around services, maintains mentor/ protégé/parent documentation and details on individual child academics, disciplinary referrals, attendance, social profiles as well as background screenings for mentors. The case manager also, when needed, will assist with doctors and dental appointments and provide transportation for students and parents as needed. The Program Director, in joint efforts with the Executive Director,

also assists in program development, grant writing, meeting students' needs, and planning and assisting with program activities.

The Mentors Project's **Executive Director** conducts overall program development, mentor recruitment, and volunteer training. She also engages in public speaking, solicits donations, manages public relations and fundraising, and supervises all daily operations, grants administration, and activities.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) To keep families on the edge homelessness housed.	50 per year	July 1, 2024-June 30, 2025	50 homeless or disadvantaged families will maintain housing.
2) To provide individual families with the right services and resources to maintain stable housing.	50 per year	July 1, 2024-June 30, 2025	50 homeless of disadvantage youths and their households will be stabilized in housing and provided with resources that are needed to maintain housing.
3) Help economically disadvantaged students graduate by providing need-based assistance	50 per year	July 1, 2024-June 30, 2025	50 homeless or disadvantaged youths and their households will be stabilized in housing and provided with resources that are necessary and needed for the student to successfully graduate.
Total Number Served			50 Individuals Served

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement,

and comparing the Subgrantee’s projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement, and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. All monthly reports shall be submitted to the Department no later than the **15th** of the following month.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall insure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2024, and end on June 30, 2025**. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Amount
Program Director Salary & Benefits (Program budget - $12,400/50 youth served=$248 per student)	$12,400.00
TOTAL	**$12,400.00**

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$12,400.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in

accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT “B”
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER STANLEY B. STEWART**	☐ **COMMISSIONER JOEY HULETT**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER DONICE BRYANT-CATO**	☐ **COMMISSIONER BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A 2025 GEORGIA COUNTY INTERNSHIP PROGRAM ("GCIP") GRANT FROM THE ACCG CIVIC AFFAIRS FOUNDATION, IN THE AMOUNT OF $5,819.00, WITH A LOCAL MATCH OF UP TO $4,800.00 TO BE PAID FROM THE COUNTY ATTORNEY'S OFFICE BUDGET, FOR THE MACON-BIBB COUNTY ATTORNEY'S OFFICE INTERN PROGRAM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the County Attorney's Office applied for and has been awarded a Georgia County Internship Program ("GCIP") grant from the Association County Commissioners of Georgia Civic Affairs Foundation in the amount of $5,819.00, which will be used to reimburse Macon-Bibb County for the cost of two (2) intern's wages; and

WHEREAS, the County Attorney's Office will utilize the grant funds to cover salary, FICA, and worker's compensation for up to two (2) interns working between May 1, 2025 to September 1, 2025; and

WHEREAS, the County Attorney's Office intends to hire interns from Georgia law schools to assist the County Attorney's Office with legal research and projects; and

WHEREAS, pursuant to the terms of the award, the grant program will reimburse the County for the interns to work up to 200 total hours during the grant period; and

WHEREAS, Macon-Bibb County will be responsible for a local match of up to $4,800.00 that will be paid from the County Attorney's Office budget to cover additional wages and other employment costs; and

WHEREAS, a copy of the grant award notification and contract documents have been attached hereto as Exhibit A for review and reference purposes, and are incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to accept the aforementioned grant funds on behalf of the Macon-Bibb County Attorney's Office; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is hereby authorized to accept the 2025 GCIP grant for the Macon-Bibb County Attorney's Office, in the amount of FIVE THOUSAND EIGHT HUNDRED NINETEEN DOLLARS AND 00/100 CENTS ($5,819.00) from the ACCG Civic Affairs Foundation, with a local match of up to $4,800.00 to be paid from the County Attorney's Office budget, 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 _____, 2025.

By:_____
LESTER M. MILLER, Mayor

Attest:_____
(SEAL) JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2025 Miller Accepting Georgia County Internship Program (GCIP) Grant for County Attorney's Office $5819 1-14-25.docx

EXHIBIT A

ACCG Civic Affairs Foundation

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the "**FOUNDATION**"), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and Macon-Bibb County ("**COUNTY**"), having its principal office at 700 Poplar Street, Macon, GA 31201. In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the **COUNTY'S** governing authority and entry on the **COUNTY'S** minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk's Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter ("Grant Award Letter") (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application ("County Grant Application") (**Exhibit B**) from May 1, 2025 until September 1, 2025. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

A. Use of Grant Funds.

1. **Amount of Reimbursement**

   a. **Hourly Rate**. The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of $15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of $3,000.00 for wages per intern, per internship, unless

the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than $15.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of $15.00 per hour, including workers' compensation and FICA.

b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to $30.00 per intern, per internship.

c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to $229.50 per intern, per internship.

2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than $15.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

A. Use of Grant Funds. Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2025 to September 1, 2025, for the Foundation approved internship project as described within the attached County Grant Application.

B. Compensation. The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of $15.00 per hour for each hour suffered or permitted to be worked by the intern.

C. Internship Requirements. All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.

D. Required Information: Proof of Payment of Intern and Reporting Requirements. Upon completion of the internship, the **COUNTY** shall provide the following information to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form") **(Exhibit C)**; (3) proof of payment for each

payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement request ("Reimbursement Request") **(Exhibit D)**; and (5) completed Intern Evaluation Requirements (**Exhibit E**). All required information shall be submitted by the **COUNTY** and received by the **FOUNDATION** by October 10, 2025 in order to be eligible to receive grant reimbursement.

E. Hiring of Intern. In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the **COUNTY** must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The **COUNTY** must submit to the **FOUNDATION** no later than July 1, 2025; intern consent form ("Intern Consent Form") **(Exhibit F)**; the county and intern information ("Intern and County Information Requirements" **(Exhibit G);** and an intern photograph.

F. Tax Withholdings. The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern's earnings.

G. Nondiscrimination in Employment Practices. The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.

H. Compliance with Applicable Provisions of Federal and State Laws and Regulations. The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:

1. **The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.

2. **Fair Labor Standards Act**

3. **Georgia Security and Immigration Compliance Act**. The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

I. **Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.

J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the **COUNTY** shall refrain from hiring interns who are closely related by blood or marriage to **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the **COUNTY**. Interns are further not permitted to run personal errands for **COUNTY** officials and staff or work on projects that are unrelated to county government. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

A. **Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit all required information identified in Section III (D) not later than 20 days after the date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.

B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years

of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2025.

D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION,** Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION.**

C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION,** or the Association County Commissioners of Georgia.

B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.

C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Request
Exhibit E	Intern Evaluation Requirements
Exhibit F	Intern Consent Form
Exhibit G	Intern and County Information Requirements

ACCG Civic Affairs Foundation

COUNTY:	**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC:**
_____	_____
Signature	Signature
_____	Dave Wills_____
Printed Name	Printed Name
_____	Secretary-Treasurer_____
Title:	Title:
This ____ day of _____, 2025	This 6th day of January, 2025

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of _____County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the _____ County Governing Authority in a meeting that was properly advertised and open to the public on _____, 2025, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

_____

Clerk

Approved by ACCG Legal 12/09/2024

ACCG Civic Affairs Foundation

January 6, 2025

Ms. Sherita Jones
700 Poplar Street
Macon, GA 31201

Dear Ms. Jones,

I am pleased to inform you that Macon-Bibb County has been awarded a Georgia County Internship Program (GCIP) grant from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2025 summer program in the amount of **$5,819.00** for the **Legal Intern** project to cover **two** internships. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@accg.org or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2025 grant program.

Sincerely,

Dave Wills
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Mayor Lester Miller
Keith Moffett
Janice Ross
Michael McNeill

Macon-Bibb County County Attorney Summer Intern Application

Grant Category: General GCIP Grant

Grant County: Bibb County

County E-Verify Number: 741651

Number of Interns Requested: 2

Primary Department: Budget and Strategic Planning

Primary Position: Budget and Planning Officer

Primary Address: 700 Poplar Street

Primary Email: jones@maconbibb.us

Primary Phone: 4789526142

Partial Funding: 1

Funding Amount: $350.00

Additional Funding: 1

Additional Funding Amount: $2,150.00

Intern Title: Summer Intern

Intern Position Description: Generally speaking, the Macon-Bibb County Attorney's Office handles projects at an incredibly high volume. On average, we draft five resolutions, one to two ordinances, and four to five contracts every week. We also triage and respond to dozens of requests for legal advice daily from our twenty-six county departments, twelve citizen advisory boards, mayor, nine commissioners, and other elected officials. We also prosecute dozens of cases on behalf of our Code Enforcement department in our Municipal Court each week, and routinely practice before the higher courts in Macon-Bibb as well.

The primary goal of our legal internship program is to expose law students to the scope and breadth of the roles that local government plays in the lives of every citizen. Because of our high volume of projects, we are able to be flexible with our internship assignments to give each intern a bespoke experience designed to (1) teach them as much as possible; (2) empower them to do as many new things as possible; and (3) foster a particular interest in or appreciation for one or more areas of local government that they can take with them into their legal careers. This benefits the County by allowing our staff attorneys to spend more time on larger or longer-term projects, to think collaboratively with the interns about policy considerations, and to foster a good public image of local government as a field of legal practice.

We use experiential projects to demonstrate ways in which local government affects their lives - particularly with respect to things interns have not considered before. We continuously calibrate our interns' workloads to their own interests. Those who are more interested in litigation matters will spend more time preparing for and arguing in court. Those who are more interested in transactional or legislative drafting, or in seeing how certain operations work will be given

opportunities to work in those areas. Interns will also shadow attorneys for meetings or projects that they are working on, so they can see as much as possible during their internship. We also help interns reflect on their experiences to answer any questions they did not want to ask in real time, consider the significance and impact of their projects, and to gauge their interest in participating in similar projects in the future.

All of the work assignments given to interns are needful and meaningful to the County Attorney's Office, while also supporting the intern's personal curiosities and professional development. Interns are also shielded from having to perform any work that might be extreme, dangerous, or traumatic, though we may have candid discussions with them about those projects to the extent that they can show the interns some of the challenges that local governments must handle as well. Because of our intentional and attentive approach, we have a history of interns who have come back to work for us on a voluntary basis during the school year or have sought employment opportunities in local government law after graduation.

Example projects:

Legislation Projects:

Say an organization wants to donate memorial signage to the County to be placed in one of the County parks. The Macon-Bibb County Commission must approve the acceptance of signage donations and the placement of such signs on County property. So, a resolution must be prepared and presented to the Commission. In order for that to happen, an intern would be assigned the task of preparing the resolution by an Assistant County Attorney. Then, the intern would be charged with contacting the organization that desires to donate the signage to find out the relevant facts regarding the donation, discussing the relevant facts with the Mayor, County Manager, and department heads, determining whether the signage will require any cost to the County, like the cost of maintenance, analyzing the political implications of placing the signage in the park and making a recommendation about the placement of the signage based on the political ramifications, coordinating with the Parks and Beautification Department about feasibility of installing the signage, and then, if appropriate, preparing the resolution. What seems like a simple task could take an intern a week to complete if they are thorough.

By assisting in the legislative process, the interns would get valuable job training in a wide variety of practice areas. They also would develop important analysis and attorney-client communication skills that interns in traditional attorney offices do not get the opportunity to develop. Ultimately, this will help the interns in their full-time post-grad job search.

Litigation Projects:

The Macon-Bibb County Attorney’s Office in-house litigation is mainly focused on blight, nuisances, and school-zone speeding. The Assistant County Attorney responsible for the majority of the Office’s litigation efforts is in court almost every week. To keep up with the demand of such high-volume litigation, interns will help prepare for trial. This includes communicating with Code Enforcement and administration, performing legal research, and preparing case files. Interns will also meet with defendants to discuss their cases, as necessary, and will attend trial dates in court. Interns qualified under the Student Practice Act will have the opportunity to present cases in court personally. These interns become an integral part of the County’s Code Enforcement efforts and get hands-on litigation experience unlike what they experience in the classroom. They will work on every aspect of a case, from the initial investigation by Code Enforcement through judgment issued by the Municipal Court. This experience will help prepare the intern for their own eventual legal

practice.
Miscellaneous:
Our interns will also experience the inner workings of local government. Assistant County Attorneys will bring interns to meetings with administration, department leaders, and governmental boards. The interns will learn about the role of government attorneys from advising on day-to-day matters to serving as parliamentarian at board meetings to assisting in long-term planning. Ultimately, interns will leave their internship with a good understanding of local government legal practice and a wide range of practical experience. Most importantly, interns will leave with a thorough understanding of local government, in general, and the role of different positions within the local government. This teaches interns how to be better advocates for their own interests and the interests of their future clients.
The following are examples of past projects completed by interns of the County Attorney's Office that have greatly impacted Macon-Bibb County:
• Reviewing land records to help in our Office's blight abatement effort and to mitigate the issue of property being titled in the names of heirs in Macon-Bibb County;
• Updating the County's employee handbook and making policy recommendations regarding leave and other issues that impact all County employees;
• Attending board meetings and making recommendations regarding the placement of crosswalks in areas of the community that are hazardous to traverse on foot;
• Drafting by-laws for the governance of the County's Martin Luther King Jr. Committee
Projects like these have long-term, positive impacts on the local community.
Because all of our work is legal in nature, we do require our interns to be law students. We prefer interns who are between their second and third years of law school, but have had success in the past with rising second-year students.
The County Attorney's Office has a budget of $5,000.00 to fund its share of the internship program. Our normal internship has been $20.00 per hour for 240 hours for the last three years. Our budgeted funding could be used to pay for up to $1.50/hour times 200 hours per intern of the GCIP program's costs, plus supplemental expenses of up to $5.00/hour times 200 hours, plus $20.00 per hour times 40 hours, per intern. If given the choice we would prefer to fund two interns with a split of $13.50/hr from GCIP and $6.50/hr from our office versus one intern with a $15/$5 split. If you have any further questions about the Macon-Bibb County Attorney's Office Internship Program, please contact Chief Assistant County Attorney Michael McNeill at mmcneill@maconbibb.us.
Thank you for your kind consideration.

Supervisor Name: Michael McNeill

Supervisor Department: Macon-Bibb County Attorney's Office

Supervisor Email: mmcneill@maconbibb.us

Supervisor Phone: 4782194393

Exhibit C

ACCG Civic Affairs Foundation

Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver's license, passport, or social security card to satisfy this requirement.

I,_____, acknowledge that _____ County used the E-Verify program to verify the employment eligibility of _____, GCIP summer intern, on the _____ day of _____ 2025.

_____
County Position

_____ _____
Signature Date

_____
E-Verify Number

_____
Date of E-Verify Authorization

Exhibit D

ACCG Civic Affairs Foundation

Georgia County Internship Program (GCIP) Grant Reimbursement Request

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

The following information will be required to be submitted and certified via the Foundation grant portal:

County Requesting Reimbursement: _____

Requested By: _____

Intern Information

Name: _____

Department Hired: _____

Number of Hours Worked: (Only include hours worked under the grant) _____

Cost of Wages: (Only include wages covered by the grant) _____
Cost of FICA: (Only include FICA covered by the grant) _____
Cost of Worker's Compensation: (Only include WC covered by the grant) _____
Total Amount of Reimbursement Requested: _____

For illustrative purposes, the County may request up to the maximum reimbursement amount of $3259.50 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of $15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of $3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of $1 per $100 salary for a maximum reimbursement of $30.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of $229.50.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than $15 per hour shall be paid by the county as well as the cost of FICA and Worker's Compensation associated with wages above that rate.

Exhibit E

ACCG Civic Affairs Foundation

Intern Evaluation Requirements

The following questions will be provided to the intern(s) in survey form via email:

1. Before this internship, were you familiar with county government operations?

2. What have you learned about county government from your internship?

3. What were your major internship responsibilities as you understood them? Please specify.

4. What do you believe were your most significant successes during the internship? Please specify.

5. What was the favorite part of your internship?

6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?

7. What advice would give your peers who are considering a county internship?

8. Based on your internship, would you consider a career in county government?

9. How did you hear about this internship opportunity?

10. Do you have any advice for counties on how best to recruit high school, college, or graduate students for future county internships?

11. Do you have any recommendations on how this program can be improved?

ACCG Civic Affairs Foundation

Georgia County Internship Program (GCIP)

INTERN CONSENT FORM

I,_____, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and_____ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional, and data collection and analysis purposes, which may include, but is not limited to social networking sites, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

_____

Signature of Intern

_____

Date

ACCG Civic Affairs Foundation

Intern and County Information Requirements

The following information will be required to be submitted through the Foundation Grant Portal:

County Information

- Name of Supervisor
- Tile of Supervisor
- County Name
- County Department
- County Department Address
- County Supervisor Phone Number and Email

Internship Position Information

- Full name of intern hired
- Intern Address
- Intern Phone Number and Email Address
- Intern college/university/high school
- Intern program or major
- Intern expected year of graduation
- Intern post graduate plans
- Intern position title and department assigned
- Intern start and end date
- Intern hours worked per week