



Board of County Commissioners Pre-Commission Meeting

March 18, 2025 | 5:00 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 March 4, 2025 Pre-Commission meeting
(Sponsored by:)

3. New Alcohol Beverage Licenses

- a. Food Mart located at 1436 Forsyth Street, Macon, GA 31201

After review, legal recommends denial of this application. Business self-identifies as a Vice Mart. On two separate occasions, Code Enforcement determined that business is operating as a vice mart, without the fresh food required of a food mart. (Sponsored by: Lester M. Miller, Mayor)

- b. Kitchen Pride located at 3101 Columbus Rd, Macon, GA

After review, legal recommends denial of this application. Though business self-identifies as a Food Mart in this application, on two separate inspections of the premises by Code Enforcement, officers found the store was operating as a Vice Mart, without the fresh food required of a food mart. Moreover, business owner and agent has been convicted of selling alcohol without a license at this same store. (Sponsored by: Lester M. Miller, Mayor)

- c. Macon Arts Center located at 4570 Pio Nono Avenue, Macon, GA 31206

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

4. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Reappointing Stephen V. Skalko To Post 5 Of The Construction Board Of Appeals; (Sponsored by: Lester M. Miller, Mayor)

5. Agreements and Contracts

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With BTBB, Inc. For The Provision Of Architectural Services For The Grand Opera House Renovation, In The Amount Of 7% Of Construction Costs, Estimated To Be Approximately \$63,000.00, To Be Paid From The SPLOST 2018 Fund – Culture & Recreation – Grand Opera House - Property Line Item; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Agreements With Barbizon Charlotte, Inc. d.b.a. Barbizon Atlanta, In The Amount Of \$154,542.24 For The Purchase And Installation Of Production Equipment, And \$333,958.37 For The Purchase And Installation Of Lighting Equipment At The Grand Opera House, To Be Paid From The SPLOST 2018 Fund – Culture & Recreation – Grand Opera House – Property Line Item (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Great Southern Recreation, In The Amount Of \$368,526.18, For The Purchase And Installation Of Playcraft Playground Equipment Memorial Park Recreation Center, To Be Paid From The SPLOST 2018 Fund – Recreation – Memorial – Property Line Item (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Great Southern Recreation, In The Amount Of \$148,792.30, For The Purchase And Installation Of Playcraft Playground Equipment At Eastview Park, To Be Paid From ECD-CDBG Grant Fund – Economic & Community Development – Housing Rehab – Housing Projects – Facilities Line Item; (Sponsored by: Lester M. Miller, Mayor)
- e. Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Atlanta Paving & Concrete Construction, Inc., For Asphalt Paving & Resurfacing Services, In The Amount Of \$1,272,125.90, To Be Paid From LMIG/GDOT Grant Funds And 2018 SPLOST Funds; (Sponsored by: Lester M. Miller, Mayor)
- f. A Resolution Of The Macon-Bibb County Commission To Approve A Change Order, In The Amount Of \$250,000.00, To The Purchase Order For Mead Road Transfer Station To Pay For Tipping/Dumping Fees (Sponsored by: Lester M. Miller, Mayor)

- g. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor, To Execute A Change Order To The Network Configuration Services Agreement With 1 Accord Technologies, LLC, In The Amount Of \$200,955.17, To Be Paid From 2018 SPLOST Funds – Public Safety Line Item (Sponsored by: Lester M. Miller, Mayor)
- h. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Bostic/Bostic And Associates, LLC, To Perform Sidewalk Construction Along Barrington Hall Drive, Between Cambridge Way And 797 Barrington Hall Drive, At A Cost Of \$310,775.00.00, To Be Paid From 2018 SPLOST Funds For Road Work; (Sponsored by: Lester M. Miller, Mayor)

6. Dedication

- a. An Ordinance Of The Macon-Bibb County Commission To Dedicate That Portion Of Poplar Street Running Between First Street And Third Street In Honor Of Bryan Nichols In Recognition Of His Significant Leadership And Service To The Macon-Bibb Community; Appropriation Of An Amount Not To Exceed \$500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Materials Signage; (Sponsored by: Valerie Wynn, Commissioner)

7. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of The Georgia Opioid Crisis Abatement Trust (“GOCAT”) Grant, In The Amount Of \$117,000.00 With No Local Match Required, To Be Used By The Macon Judicial Circuit Accountability Courts For Program Staff, Training, And Counseling For Substance Abuse Treatment; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Grant From The Criminal Justice Coordinating Council Project Safe Neighborhoods Program, In The Amount Of \$40,710.00, With No Local Match, Awarded To The Bibb County Sheriff’s Office To Purchase Safety And Surveillance Equipment (Sponsored by: Lester M. Miller, Mayor)

8. Executive Session

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

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
March 4, 2025 – 4:00 PM
City Hall
Commission Chamber**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on March 4, 2025 at 4:00 PM in the Commission Chamber at City Hall.

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

GUESTS PRESENT:

Sheriff David Davis
Henderson Carswell, Bibb Co. Sheriff Office
Chris Patterson, Bibb Co. Sheriff Office
Daryl Morton, Board of Education
Anita Howard, District Attorney
Kathrine Dennis, Exec. Dir. CFCG
Darius Maynard, CFCG
Taryn Collingsworth, Community in Schools, BOE
Najiva Timothee, Girls Dig Deeper
Dr. Ervin Clowers, Men About Change

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
Emily Hopkins, Communications
Spencer Hawkins, Director, EMA
Henry Ficklin, Exec. Dir. Community Affairs
Jeremy Grissom, Coordinator, MVP

1. Call to Order

Mayor Lester M. Miller

2. Update on Macon Violence Prevention Program

Jeremy Grissom, Macon Violence Prevention Coordinator, gave a brief update on the results of the Macon Violence Prevention Program.

3. Approval of Minutes

- a. Approval of minutes from the February 18, 2025 meeting (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Wynn and carried unanimously, the minutes from the February 18, 2025 meeting were approved.

4. New Alcohol Beverage Licenses

- a. SMR Petroleum located at 5950 Hawkinsville Road, Macon, GA
(Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Howell, seconded by Commissioner Wynn and carried unanimously, the New Alcohol Beverage License for SMR Petroleum located at 5950 Hawkinsville Road, Macon, GA was approved.
Legal recommends approval.

- b. Residence Inn Macon located at 3900 Sheraton Drive, Macon, GA
(Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Wynn and carried unanimously, the New Alcohol Beverage License for Residence Inn Macon located at 3900 Sheraton Drive, Macon, GA
Legal recommends approval.

- c. Chevron Food Mart located at 1106 Rocky Creek, Macon, GA
(Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Howell, seconded by Commissioner Bailey and Passed by a vote of 8 to 1 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Stewart, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and Commissioner Bronson casting the dissenting vote, the Chevron Food Mart located at 1106 Rocky Creek, Macon, GA was approved. ***Legal recommends approval.***

- d. Quill at the Woodward located at 350 2nd Street, Macon, GA 31201
(Sponsored by: Lester M. Miller, Mayor)
On motion of Mayor Pro Tem Clark, seconded by Commissioner Bronson and carried unanimously, the New Alcohol Beverage License for Quill at the Woodward located at 350 2nd Street, Macon, GA 31201 was approved.
Legal recommends approval.

- e. Shoppers Value Foods located at 5580 Thomaston Road, Macon, GA
(Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bailey, seconded by Commissioner Wynn and carried unanimously, the New Alcohol Beverage License for Shoppers Value Foods located at 5580 Thomaston Road, Macon, GA was approved.
Legal recommends approval.

- f. Macon BP Mart located at 5594 Houston Road, Macon, GA (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Bailey, seconded by Commissioner Wynn and

Passed by a vote of 8 to 1 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Stewart, Commissioner Hulett, Commissioner Wilder, Commissioner Howell, Commissioner Bryant, Commissioner Bailey casting the affirmative votes and Commissioner Bronson casting the dissenting vote, the New Alcohol Beverage License for Macon BP Mart located at 5594 Houston Road, Macon, GA was approved.
Legal recommends approval.

5. Contracts and Purchase Orders for Approval

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Mid-State Striping, Inc., For Task-Order Pavement Striping Services, In An Amount Not To Exceed \$100,000.00, To Be Paid From The Engineering Department Budget, Contract Labor – Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)
On motion of Commissioner Bailey, seconded by Commissioner Hulett and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Mid-State Striping, Inc., For Task-Order Pavement Striping Services, In An Amount Not To Exceed \$100,000.00, To Be Paid From The Engineering Department Budget, Contract Labor – Contractual Services Line Item was approved.
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Middle Georgia Outdoor Lighting, Inc. For The Purchase And Installation Of Lighting At The Skate Park At Carolyn Crayton Park, In The Amount Of \$102,750.00, To Be Paid From The Capital Improvements Fund – Recreation – Machinery & Equipment Line Item; (Sponsored by: Lester M. Miller, Mayor, Valerie Wynn, Commissioner, Paul Bronson, Commissioner, Joey Hulett, Commissioner)
On motion of Commissioner Stewart, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Middle Georgia Outdoor Lighting, Inc. For The Purchase And Installation Of Lighting At The Skate Park At Carolyn Crayton Park, In The Amount Of \$102,750.00, To Be Paid From The Capital Improvements Fund – Recreation – Machinery & Equipment Line Item was approved.

6. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Fy2024 Emergency Management Performance Grant From The Georgia Emergency Management And Homeland Security Agency, In The Amount Of \$50,000.00, With A \$50,000.00 Local Match To Be Met Through The Provision Of In-Kind Services, To Be Used By The Macon-Bibb County Emergency Management Agency To Purchase New

Computers And A Vehicle To Transport And Deliver Sheltering Supplies And Equipment (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Fy2024 Emergency Management Performance Grant From The Georgia Emergency Management And Homeland Security Agency, In The Amount Of \$50,000.00, With A \$50,000.00 Local Match To Be Met Through The Provision Of In-Kind Services, To Be Used By The Macon-Bibb County Emergency Management Agency To Purchase New Computers And A Vehicle To Transport And Deliver Sheltering Supplies And Equipment was approved.

7. Appropriations and Transfers

- a. An Ordinance Of The Macon-Bibb County Commission To Make A Mid-Year Budget Adjustment; To Amend The Fy 2025 Budget By Amending Revenue Lines In The Amount Of \$4,200,000.00 To Recognize The Increased Revenue Received To Date, To Authorize Interdepartmental Transfers In The Amount Of \$293,325.00, And To Amend General Fund - Fund Balance In The Amount Of \$3,701,421.00; To Appropriate Such Funds To Various Expense Line Items In A Total Amount Of \$8,194,746.00 (Sponsored by: Lester M. Miller, Mayor, Seth Clark, Mayor Pro Tem, Joey Hulett, Commissioner)

On motion of Commissioner Wynn, seconded by Commissioner Wilder and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Make A Mid-Year Budget Adjustment; To Amend The Fy 2025 Budget By Amending Revenue Lines In The Amount Of \$4,200,000.00 To Recognize The Increased Revenue Received To Date, To Authorize Interdepartmental Transfers In The Amount Of \$293,325.00, And To Amend General Fund - Fund Balance In The Amount Of \$3,701,421.00; To Appropriate Such Funds To Various Expense Line Items In A Total Amount Of \$8,194,746.00 was approved.

- b. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$300,000.00 From Interest Earned On American Rescue Plan Act Funds To Visit Macon, Inc. To Promote Tourism, Travel, And Hospitality (Sponsored by: Lester M. Miller, Mayor, Seth Clark, Mayor Pro Tem, Valerie Wynn, Commissioner, Paul Bronson, Commissioner, Joey Hulett, Commissioner)

On motion of Commissioner Bronson, seconded by Commissioner Bryant and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$300,000.00 From Interest Earned On American Rescue Plan Act Funds To Visit Macon, Inc. To Promote Tourism, Travel, And Hospitality was approved.

8. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or

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

On motion of Commissioner Wilder, seconded by Commissioner Howell and carried unanimously, the meeting went into Executive Session at 5:07 p.m. for the reasons listed above.

On motion of Mayor Pro Tem Clark, seconded by Commissioner Howell and carried unanimously, the meeting came out of Executive Session at 5:34 p.m.

9. Real Property

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Master Development Agreement With The Urban Development Authority For The Lease Of Certain Parcels Real Property To Promote Business Development;
(Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Master Development Agreement With The Urban Development Authority For The Lease Of Certain Parcels Real Property To Promote Business Development was approved.

- b. An Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor To Sign Such Documents As Are Necessary To Purchase Certain Parcels Of Real Property (Sponsored by: Lester M. Miller, Mayor, Joey Hulett, Commissioner)

On motion of Commissioner Stewart, seconded by Commissioner Bailey and carried unanimously, the Ordinance Of The Macon-Bibb County Commission Authorizing The Mayor To Sign Such Documents As Are Necessary To Purchase Certain Parcels Of Real Property was approved.

Respectfully Submitted:

Janice S. Ross
Clerk of the Commission



ADDED TO THE MARCH 18TH 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.

\$ 1500 - Alcohol License Fees + \$400 Application Fee = \$ 1900
\$ 2000

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 #: 99-2104966 State Tax ID #: 20296245867
 Business Name: SONAL 1436 LLC Corporate and Trade Name: SONAL 1436 LLC
 Local Business Address: 1436 Forsyth St, Macon GA 31201
(P.O. Box Not Allowed) City State Zip
 Mailing Address: SAME
(City State Zip)
 Local Business Phone #: 229.529.4346 Email Address: james@passkeyvirtual.com
 Contact Person: James Hamp Contact Phone #: 478-228-4600

AGENT

Agent's Name: SONAL PATEL Agent's Title: Owner
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 120 Madison North Dr City: MAcon State: GA Zip: 31220-7626
 Home Phone #: 229.529.4346 Email: james@passkeyvirtual.com
 Mailing Address: 120 Madison North Dr City: MAcon State: GA Zip: 31220-7626

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):	SONAL PATEL		
Home Address:	120 Madison North Dr, Macon GA 31220-7626		
Sex	Race	Date of Birth	Social Security Number
F	Asian		

☒ 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.

Soneel Patel
Signature

Aug 29, 2024
Date

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

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

Purpose Code used: (check one)

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

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

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

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

Agency Designee Signature and Title

Date

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

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

- 1) _____ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) 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: SONAL 1436 LLC

Printed Name of Applicant: SONAL PATEL

*Signature of Applicant: Sonal Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 29 DAY OF August, 2024.

NOTARY PUBLIC

My Commission Expires:

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

Case Result | Case Status: Status Returned



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident
Employment Eligibility: Employment Authorized - Indefinite
The applicant has a status of Lawful Permanent Resident. Persons with Lawful Permanent Resident status have the right to live and work in the United States. Please follow your agency's policy to determine whether the applicant is eligible to receive the benefit they applied for.

SAVE Response Details

Case Verification
Number: 0024285171334YV
Class of
Admission (COA)
Code: SU7
Pending
Applications: N-400
Response Date: 10/16/2024

Agency Submitted Details

Full Name: Sonalben Patel
Date of Birth: [REDACTED]
Alien Number: [REDACTED]
Special
Comments: Driver's License and Resident Card
Initiated On: 10/11/2024
Initiated By: JWES0305
Point of Contact
Name: Jasmine West
Point of Contact
Phone Number: (478) 621-6567
Requested
Benefits: Occup. Tax Cert.
Attached
Document: Yes

- [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

MEASUREMENT FORM

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

APPLICANT: SONAL PATEL
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 1436 FORSYTH ST.
BUSINESS NAME: SONAL 1436 LLC

To Be Completed by County Engineer

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

☒ Comply ☐ Does not Comply

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

☐ Comply ☐ Not Applicable ☒ Unknown

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

☐ Comply ☐ Complies , but does not comply with other restrictions

☒ Not Applicable

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

Date: 10/10/24

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) PJH

- Sonal 1436 LLC
 # 1436 Forsyth Street
 2,200' — SCHOOL GROUND property line
 St. Peter Claver School
 2,300' — SCHOOL BUILDING
 St. Peter Claver School
 500' — COLLEGE CAMPUS property line
 Mercer University - intramural fields
 6,850' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Highway
 1,650' — PUBLIC LIBRARY or BRANCH building
 Washington Memorial
 1,650' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 #1130 Oglethorpe Street
 1,050' — CHURCH (building)
 St. Paul's Episcopal Church
 650' — CHURCH GROUNDS
 St. Paul's Episcopal Church
 6,600' — M-B COUNTY RECREATION CENTER property
 Frank Johnson Recreation Center
 OK — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')

I found no vice mart etc within 2,500' feet of this location. Applicant self identifies as a "Vice Mart"

OK!
 Paul J. Hornowski
 October 9, 2024

APPLICATION FOR AFFIDAVIT

DATE: 9/30
8/14/24

MACON - BIBB COUNTY ENGINEERING
780 THIRD STREET
MACON, GEORGIA 31201-3282

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: _____

PACKAGE SALE TO GO: X

BEER _____

BEER X

WINE _____

WINE X

MIXED DRINKS (Liquor) _____

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: SONAL 1436 LLC

LOCATION OF BUSINESS: 1436 Forsyth St, Macon GA 31201

PERSON APPLYING FOR AFFIDAVIT: SONAL PATEL

TELEPHONE: 229-529-4346

EMAIL ~~jha~~ james@passkeyvirtual.com

NOTE: A \$150.00 FEE IS REQUIRED ON ALL APPLICATIONS BEFORE WE WILL GO OUT AND MEASURE SAME. THIS MUST BE IN THE FORM OF: CERTIFIED CHECK, CASHIER'S CHECK OR MONEY ORDER ONLY! NO PERSONAL CHECKS OR COMPANY CHECKS WILL BE ACCEPTED!



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
147001	598236	Print Legal Ad-IPL01971540 - IPL0197154		\$46.36	1	28 L

Attention: James Hamp
Passkey Virtual Assistant Services
3875 Mercer University Dr
Macon, GA 31204

james@passkeyvirtual.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR **Beer and 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 9, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Sonal 1436 LLC, 1436 Forsyth St, Macon, GA 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This October 2, 2024, Sonal Patel, Applicant, Applicant
IPL0197154
Oct 2,9 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:

10/02/24, 10/09/24

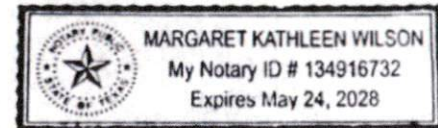
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 9th day of
October in the year of 2024

Margaret K. Wilson

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



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2023-854	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 05/09/2023
ISSUED TO NAME:	Sonal Patel Sonal 1436 LLC	
PROPERTY OWNER'S NAME:	SONAL 1408 LLC	
PROPOSED USE:	New: Commercial, Industrial, or Institutional Convenience store with alcohol ptg (no fuel sales or canopy)	
ADDRESS OF PROPOSED USE:	1436 FORSYTH ST	
NEW CONSTRUCTION:	Yes	
MAP/PARCEL:	Q073-0374	ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, department approvals on file and plans submitted; approval is granted to allow a 3,000 sf convenience store with alcohol packaged to go. There will be two 1,500 sf lease spaces provided for future tenants. Each lease space is required to obtain a zoning compliance prior to occupying the space. No cooking allowed in the convenience store any meal prep will require health department approval. No fuel sales/ canopy and no outside storage, sales, or display authorized. Driveway access through 1408 Forsyth St is not allowed. 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 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. Parking is limited to the requirements of section 26.03(4)(e), any business in the lease spaces not classified in the this section are subject to different parking requirements. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 12/31/2024

APPROVED BY: Butch Sementilli

NOTICE

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

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

SONAL 1436 LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **03/21/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **03/25/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 3/21/2024 1:11:45 PM

BUSINESS INFORMATION

CONTROL NUMBER 24059999
BUSINESS NAME SONAL 1436 LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 03/21/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS 1436 FORSYTH ST, MACON, GA, 31201, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
SONAL PATEL	1436 FORSYTH ST, MACON, GA, 31201, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
SONAL PATEL	ORGANIZER	120 MADISON NORTH DR, MACON, GA, 31220, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE SONAL 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: SONAL 1436 LLC Name of Corporation: SONAL 1436 LLC

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

Individual:

Name and Title: SONAL PATEL, Owner Telephone Number: 229-529-4346
 Date of Birth: 4/10/ Social Security Number: [REDACTED]
 Residential Street Address: 120 MADISON North DR, MAcon GA 31220-7626
P.O. Box Not Allowed (City State Zip)
 Mailing Address: 120 Madison North Dr, MAcon GA 31220-7626
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: SONAL Last Name: PATEL
Home Address: 120 MADISON North Dr City: MAcon State: GA Zip: 31220-7626
Home Phone #: 229.529.4346 Email: james@passkeyvirtual.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 120 Madison North Dr City: MAcon State: GA Zip: 31220-7626

- ☐ 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.

Sonal Patel
Applicant's Signature

8/29/24
Date

I hereby certify that Sonal 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 29 day of August, 20 24

[Signature]
Notary Public

My Commission Expires

Rev. 7/2021

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



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

SONALBEN PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-10-08

Serial No.

cert154kd2vq7





Sonalben Patel



AH000018

ALCOHOL HANDLER

EXP: 12/31/2025

Type: GEORGIA LAND RECORDS
 Recorded: 8/9/2022 5:16:00 PM
 Fee Amt: \$310.00 Page 1 of 3
 Transfer Tax: \$285.00
 Bibb County Superior Court
 Erica Woodford Clerk

Participant ID: 4955302188

BK 11349 PG 129 - 131

For official use by Clerk's office only

Return to:

MARTIN SNOW, LLP
T. BARON GIBSON, II
 240 Third Street
 Macon, Georgia 31201
 G0439.62126

STATE OF GEORGIA)
) **LIMITED WARRANTY DEED**
 COUNTY OF BIBB) (Corporate Deed)

THIS INDENTURE, made this 29th day of July, 2022, by and between **A.J.M.D. Macon, LLC**, a Georgia limited liability company or corporation, of the first part, and **Sonal 1408 LLC**, of the second part;

WITNESSETH:

That first party, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto second parties/parties, his/her/their heirs and assigns, the following described property, to-wit:

All that tract or parcel of land lying and being in the City of Macon, County of Bibb, and State of Georgia and being a part of the resubdivision of Lots 1, 2, and 3 of the Northwest Commons of said City and being designated on a plat of said resubdivision which plat is of record in the Clerk's Office of Bibb Superior Court in Book of Plat 4, page 122, re-recorded in Plat Book 10, Page 164 and know as Lots 2, 3, 4, 5, 6, 19, 20, 21, and 22. Reference to said plat being made for the purpose of furnishing a more complete and accurate description of the property hereby conveyed.

Said property is conveyed together with all improvements located thereon, including the building known under the present numbering system as **1436 Forsyth Street**, Macon, Bibb County in Deed Book 2966, Page 170 to which specific reference is made.

Said property is the same property conveyed to A.J.M.D. Macon, LLC by deed dated October 9, 2015, and recorded in Deed Book 9553, Page 308, Clerk's Office, Bibb Superior Court.

Map/Parcel No. Q073-0374

SUBJECT, however, to certain restrictions, covenants and easements of record or evidenced by use.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of second party/parties, his/her/their heirs and assigns, and first party, for itself, its successors and assigns, shall warrant and forever defend the right and title to the above described property unto second party/parties, his/her/their heirs and assigns, against the claims of all persons claiming by, through or under first party.

IN WITNESS WHEREOF, first party has caused these presents to be executed in its corporate name by its duly authorized officers, under seal, the day and year first above written.

FIRST PARTY

Signed, sealed and delivered in the presence of:

A.J.M.D. Macon, LLC

Unofficial Witness

By:

Eli Mazon

(L.S.)

Title: Manager

Notary Public

My commission expires:

(Notarial Seal)



PT-61 (Rev. 2/18)

To be filed in **BIBB COUNTY**

PT-61 011-2022-005589

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME A.J.M.D. Macon, LLC				Exempt Code If no exempt code enter NONE	NONE
MAILING ADDRESS (STREET & NUMBER) 706 Nostrand Drive				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$285,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Brooklyn, NY 11216 USA		DATE OF SALE 7/29/2022		1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B – BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME Sonal 1408 LLC				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 1408 Forsyth Street				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$285,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Macon, GA 31201 USA		Check Buyers Intended Use () Residential () Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$285.00
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A) 1436		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION Forsyth Street			SUITE NUMBER
COUNTY BIBB		CITY (IF APPLICABLE) Macon		MAP & PARCEL NUMBER Q073-0374	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT	ACRES	LAND LOT	SUB LOT & BLOCK
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE 08/09/2022		DEED BOOK 11349		DEED PAGE 129	PLAT PAGE

ADDITIONAL BUYERS

None

2/3

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: S. J. Patel Date: 10-30-2024

Business Name: SONAL 1436 LLC

I hereby certify that SONAL 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 31st day of Oct, 2024.

[Signature]
NOTARY PUBLIC



MY COMMISSION EXPIRES

Owner/Individual Certification

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

Individual/Owner's Signature: S. J. Patel Date: 10-30-2024
(If different from Agent)

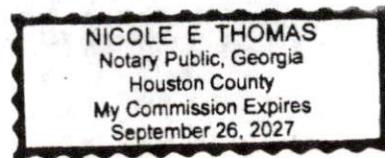
Title: Owner

Business Name: SONAL 1436 LLC

I hereby certify that S. J. 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 31st day of Oct, 2024.

[Signature]
NOTARY PUBLIC



MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: SONAL 1436 LLC
 Business Address: 1436 FORSYTH ST, MACON GA 31201

Instructions:

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

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

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

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products 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.

Business Type ID Form
 Page 1
 Rev. July 2021

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

Somuel Putei
Applicant/Agent Signature

8/29/24
Date

Business Type ID Form
Page 2
Rev. July 2021

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

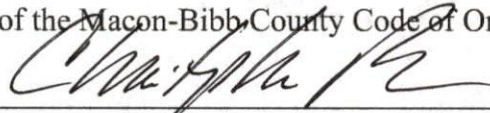
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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

Business Name: Sonal 1436 LLC

Business Address: 1436 Forsyth St, Macon GA 31204

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


Code Enforcement Department Designee

10/21/24
Date

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

Soneel Patel
Applicant/Agent Signature

12-10-2024
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

<u>Sonal Patel</u>	<u>SONAL PATEL</u>	<u>8/29/24</u>
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: SONAL 1436 LLC
 Owner's Name: SONAL PATEL
 Address: 120 MADISON NORTH DR
MACON GA 31201

1. Do you own or are you leasing your business location? ☒ Own ☐ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? \$ 163,921

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

Please circle one: ☒ Relation, see below ☐ No Relation

N/A

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

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 ☒ N/A

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

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

Sonal Patel
Signature

SONAL PATEL
Print Name

8/29/24
Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: SONAL 1436 LLC

Business Address: 1436 Forsyth Dr, Macon GA 31201

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

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

Sonnet Patel
Applicant/Agent Signature

8/29/24
Date

Armed Security

Personnel Required

Training Compliance Form
Rev. July 2021
Page 1 of 2

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

1.	Name	Date of Birth	GBPDSA Private Security License #
2.	Name	Date of Birth	GBPDSA Private Security License #
3.	Name	Date of Birth	GBPDSA Private Security License #
4.	Name	Date of Birth	GBPDSA Private Security License #
5.	Name	Date of Birth	GBPDSA Private Security License #
6.	Name	Date of Birth	GBPDSA Private Security License #
7.	Name	Date of Birth	GBPDSA Private Security License #
8.	Name	Date of Birth	GBPDSA Private Security License #
9.	Name	Date of Birth	GBPDSA Private Security License #

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

N/A

Macon-Bibb County Certificate of Good Standing

*Planned + new
pay over*

1. Name and Title of the applicant: SONAL 1436 LLC
 2. Name of the subject of this Certificate, if different from the applicant:
SONAL PATEL
 3. Benefit or privilege for which the applicant is applying (mark one):

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

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

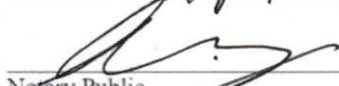
NONE

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.

Sonal Patel

Print and Sign Name
SONAL PATEL

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


 Notary Public
 My Commission Expires:

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



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: Sonalben Patel – No Fingerprints Needed, already an agent

Business Name: Sonal 1436 LLC DBA Food Mart

Business Address: 1436 Forsyth St, Macon, GA 31201

After investigation, I recommend that the license requested herein be:		
Granted	DocuSigned by: <u>David J. Davis</u> 12/13/2024	
	Sheriff, Macon-Bibb County, Georgia	Date
Denied	1C561778CDEE414...	
	Sheriff, Macon-Bibb County, Georgia	Date

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 3/13/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends denial of this application. Business self-identifies as a Vice Mart. On two separate occasions, Code Enforcement determined that business is operating as a vice mart, without the fresh food required of a food mart.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE MARCH 18, 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 States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in goodstanding.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

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

Business Continuation

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

Rev.08/2023

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

BUSINESS

Federal Tax ID #: 853096522 State Tax ID#: 20326071158
 Business Name: New START FOOD MART LLC Corporate and Trade Name: KITCHEN PRIDE
 Local Business Address: 3101 COLUMBUS RD MACON GA 31204
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 3101 COLUMBUS RD MACON GA 31204
Street Address (City State Zip)
 Local Business Phone #: 478-743-7756 Email Address: RAM2ANTKD124@gmail.com
 Contact Person: MUHAMMAD RAMZAN Contact Phone #: 401-301-1610

AGENT

Agent's Name: MUHAMMAD RAMZAN Agent's Title: OWNER-MANAGER
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 4658 MERCER UNIV DR City: MACON State: GA Zip: 31210
 Home Phone #: _____ Email: RAM2ANTKD124@gmail.com
 Mailing Address: 4658-MERCER UNIV DR City: MACON State: GA Zip: 31210

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):	MUHAMMAD. RAMZAN		
Home Address:	4658 MERCER UNIVERSITY DR MAGN GA 31210		
Sex	Race	Date of Birth	Social Security Number
M	Asian		



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.

M. Ramzan

Signature

10-10-24

Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title

Date

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

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

1) ☒ 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: KITCHEN PRIDE

Printed Name of Applicant: MUHAMMAD RAMZAN

*Signature of Applicant: M. I. Ramzan

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 10 DAY OF OCTOBER, 2024.

Jasmine Barnes
 NOTARY PUBLIC

03.11.2025
 MY COMMISSION EXPIRES





SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: United States Citizen

Applicant has a record of naturalized or derived citizenship with USCIS, usually documented by a Certificate of Naturalization or Certificate of Citizenship. See the [Guide to Understanding SAVE Verification Responses](#) for additional information.

SAVE Response Details

Case Verification	
Number:	0025028192420TV
Class of Admission	
(COA) Code:	USC
Country of Birth:	PAK - PAKISTAN
Date Admitted To:	INDEFINITE

Agency Submitted Details

Full Name:	Muhammad Ramzan
Date of Birth:	
Initiated On:	01/28/2025
Initiated By:	JWES0305
Point of Contact	
Name:	Jasmine West
Point of Contact	
Phone Number:	(478) 621-6567
Requested Benefits:	Occup. Tax Cert.
Attached	
Document:	No

MEASUREMENT FORM

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

APPLICANT: MUHAMMAD RAMZAN

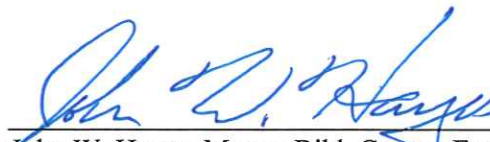
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 3101 COLUMBUS RD.

BUSINESS NAME: NEW START FOOD MART (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: 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.

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

New Start Food Mart
 #3101 Columbus Road
 1,700' — SCHOOL GROUND property line
 Hartley Elementary School
 2,000' — SCHOOL BUILDING
 Hartley Elementary School
 2,900' — COLLEGE CAMPUS property line
 Central Georgia Technical College
 #1780 Anthony Road
 17,750' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Highway
 6,000' — PUBLIC LIBRARY or BRANCH building
 Library Annex - Macon Mall
 16,500' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Anthony Homes
 550' — CHURCH (building)
 Christ Temple of Faith
 650' — CHURCH GROUNDS
 Christ Temple of Faith
 3,850' — 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:
 "Food Mart"

OK!
 Paul J. Hoinowski
 October 18, 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
131074	626758	Print Legal Ad-IPL02120180 - IPL0212018		\$65.00	1	28 L

Attention: Muhammad Ramzan

New start food mart
3101 Columbus Rd Same as above
Same as above
Macon, GA 31204
Ramzantkd124@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR package to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the January 16, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as new start food mart llc/kitchen pride, 3101 columbus rd 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 January 10, 2025. Muhammad ramzan, Applicant
IPL0212018
Jan 11, 18 2025

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:

01/11/25, 01/18/25

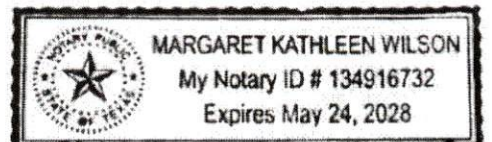
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Lema

Sworn to and subscribed before me this 21th day of January in the year of 2025

Margaret K. Wilson

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



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO:	2020-1497	PERMIT TYPE: PU	DATE OF ISSUE:	12/11/2020
ISSUED TO NAME:	Muhammad Ramzan, Kitchen Pride Food Store (c-store w/ alcohol ptg)			
OWNER'S NAME:	4J ASSETS LLC			
PROPOSED USE:	Commercial, Industrial or Institutional Use			
ADDRESS OF PROPOSED USE:	3103 COLUMBUS RD (aka: 3101 COLUMBUS RD)			
NEW CONSTRUCTION:	No			
STRUCTURE TYPE:	Existing, Interior			
MAP/PARCEL:	O081-0095		ZONING DISTRICT:	C-2—General Commercial District

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 is utilized by amusement machines or their patrons; should it occupy more, than this, a conditional use for an amusement facility is required. Subject to requirements of Business Development Services. Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 06/11/2021 THIS PERMIT IS NULL & VOID

APPROVED BY: Ethan Tonn

NOTICE

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



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **New Start Food Mart, LLC**

Control Number: **20173162**

Business Type: **Domestic Limited
Liability Company**

Business Status: **Active/Compliance**

NAICS Code: **Any legal purpose**

NAICS Sub Code:

Principal Office Address: **3101 Columbus Rd.,
Macon, GA, 31204, USA**

Date of Formation /
Registration Date: **9/17/2020**

State of Formation: **Georgia**

Last Annual Registration
Year: **2025**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Muhammad Ramzan**

Physical Address: **3101 Columbus Rd., Macon, GA, 31204, USA**

County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Ownership Disclosure Form

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

Business:

Trade Name: KITCHEN Pride Name of Corporation: NEW Start Food MART (LLC)

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

Individual:

Name and Title: MUHAMMAD RAMZAN Telephone Number: 478-743-7756

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

Residential Street Address: 4658 mercer university DR MACON

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

Mailing Address: 3101 calumabus Road MACON GA 31204
(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: _____



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: MUHAMMAD Last Name: RAMZAN
Home Address: 4658 MERCER-UMI City: MACON State: GA Zip: 31210
Home Phone #: 401-301-1610 Email: RAMZANTKD124@Gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 3101 COLUMBUS Rd 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, 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.

(Signature)

Applicant's Signature

10-10-24
Date

I hereby certify that Muhammad Ramzan 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 10 day of October, 2024

(Signature)
Notary Public



03.11.2025
My Commission Expires

Rev. 7/202121

By clicking the link in the email
confirmation we sent you.

CHRS



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

MUHAMMAD RAMZAN

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COU

Date: 2023-09-05

Serial No.

cert_3g4krh3s





Muhammad Ramzan



AH001507

ALCOHOL HANDLER

EXP: 12/31/2025

628-423-7788 STORE-NO

copy

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the 23 day of September, 2020, between 4-J Asset, LLC, hereinafter called "Landlord", and New Start Food Mart, LLC, hereinafter called "Tenant".

1. Description of Premises.

Landlord hereby leases to Tenant, and Tenant hereby leases and takes from Landlord, those certain premises described as 3101 Columbus Road, Macon-Bibb County, Georgia (hereinafter called the "Leased Premises").

2. Term.

The term of this Lease shall commence on October 1, 2020 and end on September 30, 2030.

3. Rental.

(a) Tenant shall pay for the Leased Premises during the term hereof (without offset, deduction or abatement of any kind unless expressly provided for herein) the monthly sum of \$1,500.00 as rent commencing on October 1, 2020. Rent shall be paid in equal monthly payments during the term, in advance, on the first (1st) day of each month. Any payment made past the 5th of any month shall be increase by a late charge equal to 10% of the monthly rental. On October 1, 2023, the rental will increase by \$50.00 per month. On October 1 of 2024 and each subsequent October 1 thereafter the rental will increase by \$50.00 per month. On September 1, 2030 the last rental payment will be due.

(b) It is the intention of Landlord and Tenant that the rent herein specified shall be absolutely and unconditionally net to Landlord during the term of this Lease, without reduction on account of any expense or cost of operation, or any tax, assessment, fee, levy, or other governmental charge whatsoever.

(c) Landlord will pay all ad valorem taxes and insurance on the real property. Tenant covenants to pay when due all other costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises which may arise or become due during the Term of this Lease (including, without limitation, all utility charges imposed or incurred with respect to the operation or occupancy of the Leased Premises), and Tenant does hereby indemnify Landlord against, and agree to hold, save and defend the Landlord harmless from and against, all such costs, expenses and obligations. Tenant further covenants and agrees with Landlord that Tenant shall not be entitled to any abatement, deduction, deferment, suspension, or reduction of, or setoff, defense, or counter-claim against, any rent, additional rent, charges or other sums payable by Tenant under this Lease, it being the express intention and understanding of the Landlord and Tenant that the covenants and obligations of the Landlord and Tenant hereunder shall be for all purposes separate and independent. Tenant will provide and pay for a one million dollar liability

policy and will name Landlord as an additional insured.

4. Use of the Premises.

(a) The Tenant may use and occupy the Leased Premises for any lawful purpose. The Tenant shall not use or knowingly permit any part of the Leased Premises to be used for any unlawful purpose.

(b) Notwithstanding the foregoing, it is agreed that neither the Leased Premises nor the business operated on the Leased Premises shall be used or operated in violation of any applicable law, rule, regulation, or ordinance of any governmental body or agency whose authority extends to the Leased Premises, nor in any manner so as to create a nuisance or trespass on nearby property.

5. Trade Fixtures.

Tenant may install equipment, furniture and trade fixtures in and upon the Leased Premises. Tenant may remove such equipment, furniture and trade fixtures together with any other fixtures installed by Tenant or its agents, at any time during or upon the termination of this Lease so long as Tenant is not in default under this Lease and provided Tenant repairs any damage to the Leased Premises caused by reason thereof. Upon termination of this Lease, Tenant shall surrender the Leased Premises in its original condition, except for normal wear and tear, permitted alterations and casualty and condemnation damage.

6. Alterations and Repairs.

(a) Tenant may, but is not obligated to, make alterations to the Improvements; provided, however, alterations, if structural in nature, shall require Landlord's prior written consent. All such alterations shall be at the sole cost and expense of Tenant. Landlord shall cooperate with Tenant to obtain necessary building permits and approvals. Tenant shall make any and all repairs necessary or proper to the Leased Premises. Tenant shall not change the exterior appearance of the Leased Premises without Landlord's prior written consent. Tenant acknowledges that except as provided below Landlord shall not be responsible for making any repairs or replacements with respect to the Leased Premises.

(b) Landlord agrees to keep in good repair the roof (ii) including structure, deck, installation, flashing and membrane), foundations and exterior walls of the building located on the Leased Premises and underground utility and sewer pipes outside the exterior walls of said building; provided, however, that Landlord shall not be responsible for the repair of glass and exterior doors or any and all repairs rendered necessary by the negligence of Tenant, its tenants, employees or invitees.

7. Taxes.

Tenant agrees to pay, before delinquency, all real property taxes and assessments assessed against the Leased Premises. Tenant agrees to pay, before delinquency, any and all personal property taxes and license fees which have been assessed or imposed upon Tenant's personal property, mixtures and equipment installed or located in the Leased Premises.

8. Mechanic's Lien.

Tenant agrees to keep the Leased Premises free from the uncontested liens of persons who, at the request of Tenant, furnish labor or material to or for the benefit of the Leased Premises, and to bond or otherwise provide security for lien claims contested by Tenant. Landlord at any time may post and keep posted on the Leased Premises appropriate notices to protect Landlord against the claims of persons who, at the request of Tenant, furnish labor or materials to or for the benefit of the Leased Premises. It is agreed that Tenant has no authority whatsoever to subject Landlord's title to any lien claimants.

9. Utilities and Compliance with Laws.

(a) Tenant agrees to pay, before delinquency, all charges for water, gas, electricity, and any and all other utilities and services which may be used in or upon the Leased Premises.

(b) Landlord, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, and municipal governments, courts, departments, commissions, boards and officers, any national or local Board of Fire Underwriters, or any other body exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Leased Premises and the streets and sidewalks adjoining the Leased Premises, or to the use or manner of use of the Leased Premises. The foregoing shall be applicable whether or not such rules necessitate structural changes or improvements, or the removal of any encroachments or projections, ornamental, structural, or otherwise, onto or over the streets adjacent to the Leased Premises, or onto or over other contiguous property.

10. Assignment and Subletting.

Tenant may not assign this Lease, or sublease all or any portion of the Leased Premises, without Landlord's prior written consent. It is understood that in the event Landlord consents to any such assignment or subletting that such assignment or sublease shall not relieve Tenant of liability under the terms of this Lease.

11. Indemnity.

Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims and demands arising from any act or omission by Tenant, or its contractors, licensees, agents, servants, or employees, or arising from any accident, injury or damages whatsoever caused to any person or property occurring in, on or about the Leased Premises or any part of them, and any and all actions, suits and proceedings in connection with any such claim or

(g) In the event of any such damage or destruction, unless this Lease is terminated as a result thereof as herein below provided, Landlord shall reconstruct, restore, or repair the damaged portions of the Leased Premises to a condition substantially equivalent to their former condition and Tenant shall pay the entire cost (including, without limitation, all hard and soft costs) thereof out of the insurance proceeds recovered by Tenant on account of such damage or destruction. If, however, Landlord reasonably estimates that the Premises cannot be fully restored within one hundred twenty (120) days of the date on which Landlord receives notice of such damage or destruction from Tenant, Landlord shall give notice thereof to Tenant and either Landlord or Tenant shall be entitled to terminate this Lease within thirty (30) days of the date of such notice by giving notice of such election to the other. In such event, Tenant shall pay to Landlord all insurance proceeds recovered by Tenant on account of such damage or destruction of the Leased Premises without regard to whether or not Landlord, in fact, elects so to restore the Leased Premises despite termination of this Lease.

13. Inspection.

Landlord may enter upon the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises.

14. Binding on Successors.

The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns and legal representatives of the parties hereto.

15. Notices.

(a) All notices, requests, demands, approvals, consents and other communications authorized or required hereunder shall be in writing and shall be deemed to have been sent and received:

(i) in the case of mailed notice, two days after the notice is deposited in the United States mail by certified mail, return receipt requested, with sufficient postage affixed and properly addressed to the recipients notice address, or (ii) for delivered notice, on the day notice is delivered to the street address of the other party (or if such date is not a business date, on the next business day).

(b) The notice addresses of the parties are as follows:

Landlord: 3103 MERCER AVE. N.E. ATLANTA GA 30304

Tenant: 5801 LOFTS APT NO 338 BUILDING 400 ATLANTA GA 30310

Either party may change the person or place in its notice address by notice given pursuant to this Paragraph. A post office box shall not be the only notice address for a party, but each party may designate a post office box as an address for copies to be mailed by regular mail.

16. Condemnation.

(a) In the event that title to all or such a substantial portion of the Leased Premises as to materially and permanently impair Tenant's operations on the Leased Premises shall be taken during the Term of this Lease under the exercise of the power of eminent domain (including by sale in lieu thereof) by any person or entity having the power of eminent domain, Tenant may, by written notice to Landlord within thirty (30) days of such taking, elect to terminate this Lease as of the date that title to the Leased Premises, or such portion thereof, passes to such person or entity. In the event of such termination, Tenant shall be entitled to a refund of any rent paid by Tenant relating to any period after such date of termination.

(b) In the event such taking does not materially and permanently impair operations on the Leased Premises, or, if such be the case and Tenant does not elect to terminate this Lease pursuant to Paragraph 16(a) above, then rent shall be fairly and equitably reduced and to the extent of any net condemnation award paid to Landlord, Landlord shall, insofar as practicable, forthwith restore any portion of the Leased Premises affected by such taking to a condition which would permit the remainder of the Leased Premises to be used by Tenant for the purpose herein demised.

(c) In the event of any such taking of the Leased Premises, all compensation awarded with respect to Landlord's fee estate and interest therein shall belong to and be the sole property of Landlord, without any participation by Tenant.

(d) Landlord shall conduct any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof. Tenant shall be entitled to participate in any such proceeding in conjunction with the prosecution of any separate claim which Tenant may have under applicable law.

17. Default.

(a) The occurrence of any of the following shall constitute a default by Tenant:

(i) Failure to pay rent or any monetary sum due by Tenant hereunder which is not cured by Tenant within five (5) days after written notice thereof.

(ii) Failure to perform any other provision of this Lease if the failure to perform is not cured within ten (10) days after written notice has been given to Tenant. If the default cannot reasonably be cured within ten (10) days, Tenant shall not be in default of this Lease, if Tenant commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default; provided, however, that in no event shall such cure period extend beyond sixty (60) days after the date of such notice.

(iii) If tenant abandons the property for more than ten days without the payment of rent

(b) Landlord shall have the following remedies in the event of Tenant's default:

(v) Each and all of the remedies given to Landlord hereunder are cumulative. The exercise of one right or remedy by Landlord shall not impair its right to any other remedy. Tenant hereby waives any claims for damages that may be caused by Landlord in reentering and taking possession of the Leased Premises as herein provided.

18. Quiet Enjoyment.

Landlord warrants that it is the owner of the Leased Premises and covenants and agrees that Tenant shall have quiet enjoyment of the Leased Premises and the rights granted in this Lease provided Tenant complies with each and all of the terms of this Lease.

19. Holding Over.

Should Tenant hold over after the expiration of the Term of this Lease, Tenant shall become a tenant-at-sufferance, and the Term of the Lease shall not be extended thereby. Further, during such holdover period, rent shall be increased to one and one-half (1.5) times the rent in effect immediately prior to the termination of this Lease.

20. Time of the Essence.

Time is of the essence of this Lease.

21. Waiver.

No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of other provisions thereof of any subsequent breach by Tenant of the same or other provisions. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent or approval to subsequent acts. Further, no agreement of Landlord to accept a surrender of the Leased Premises and the termination of this Lease shall be valid unless in writing and signed by Tenant.

22. Option to Purchase.

Tenant is granted no option to purchase the leased property.

23. Miscellaneous.

Tenant will pay \$20,000.00 on October 1, 2020 to purchase the trade name of Kitchen Pride Food Store.

Tenant will pay \$_____ to purchase the inventory. The parties will jointly conduct an inventory on October 1, 2020 and determine the value of the inventory. All furniture, fixtures, equipment will be transferred to tenant. Payment of this sum will be made on _____.

Landlord will assist the tenant in obtaining all business, alcohol and lottery licenses.

IN WITNESS WHEREOF, this Lease has been executed by the parties the date and year first set forth above.

New Start Food Mart, LLC

BADL 060206051 DOB 3-19-61

By: [Signature]

Managing Member

Tenant

4-J Asset, LLC

JIMMY L BRADBERRY

By: [Signature]

Managing Member

Landlord



[Signature]

(i) To immediately re-enter upon and remove all persons and property from the Leased Premises, storing said personal property in a public warehouse or elsewhere at cost of, and for the account of, Tenant. No such re-entry or taking possession of Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease.

(ii) To collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or to enforce by suit or otherwise any other term or provision hereof on the part of Tenant required to be performed. If suit is filed, tenant will pay fifteen (15) per cent of all amounts as attorney fees.

(iii) To terminate this Lease; in which event, this Lease shall terminate if Tenant has not cured its default prior thereto and Tenant shall surrender immediate possession of the Leased Premises, and to pay to Landlord all expenses Landlord may incur by reason of the default, including the cost of recovering the Leased Premises, and including:

(1.) The worth at the time of award of the unpaid rent which had been earned at the time of termination; and

(2.) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have reasonably been avoided; and

(3.) The worth at the time of the award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; and

(4.) Any other amount necessary to compensate the Landlord for all reasonable expenses of Landlord in enforcing its remedies and re-letting the Leased Premises, including the costs of non-structural alterations and renovations.

(iv) To cure such failure by Tenant (including, but not limited to, the completion of the construction of the Facility) for the account and at the expense of Tenant, all payments made by Landlord in curing such failure by Tenant to be deemed additional rent under this Lease and shall become immediately due and payable, with interest at eighteen percent (18%) per annum. Should Landlord re-enter and not elect to terminate this Lease, it may from time to time re-let the Leased Premises or any part thereof, as the agent and for the account of Tenant, either in Landlord's name or otherwise, upon such terms and conditions and for such period (whether longer than the balance of the Term or not) as Landlord may deem advisable, and the rents received on such re-letting and collection (including necessary renovation and alteration of the Leased Premises and reasonable attorney's fees and any real estate commission actually paid) shall be applied, toward payment of all sums due or to become due to Landlord hereunder, and if such rents shall not be sufficient to pay such sums, Tenant shall pay to the Landlord monthly and deficiency.

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.

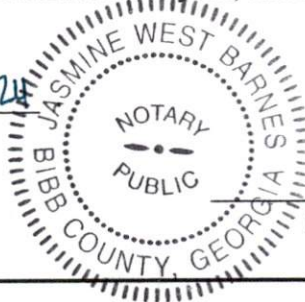
Agent's Signature: M. Ramzan Date: 10-10-24

Business Name: KITCHEN PRIDE

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

This 10 day of Oct., 2024

JB
Notary Public



03.11.2025
My Commission Expires

Ownership/Individual Certification

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

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

Title: _____

Business Name: _____

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

This _____ day of _____, 20____.

Notary Public

My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: New Start Food Mart (LLC)

Business Address: 3101 Columbus Road Macon

Instructions:

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

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

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

Definitions:

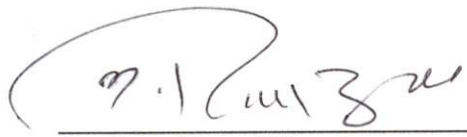
☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia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

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

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

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

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


Applicant/Agent Signature

01 - 23 - 25
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

Security Camera Compliance Verification Form

Rev. March 2021

Page 1 of 2

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

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

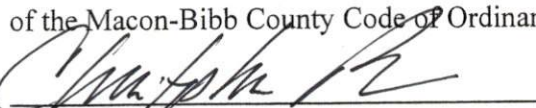
Business Name:

Kitchen Pride

Business Address:

3101 Columbus Road

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

10/14/24

Date

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

7.1 Cruz

Applicant/Agent Signature

01-23-25

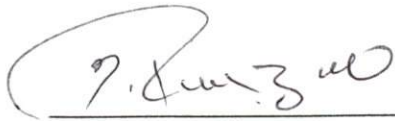
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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



Signature

MUHAMMAD RAMZAN

Print Name

01 - 23 - 25

Date



Alcohol License Questionnaire

Name of Business: NEW BEST Food Mart/LLC
 Owner's Name: Muhammad Ramzan
 Address: 3161 Columbus Road MACON
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? \$ _____

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

MUHAMMAD RAMZAN
 Print Name

01-23-25
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: KITCHEN PRIDE

Business Address: 3101 COLUMBUS RD 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

[Signature]
Applicant/Agent Signature

01 - 23 - 25
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

1.			
	Name	Date of Birth	GBPDSA Private Security License #
2.			
	Name	Date of Birth	GBPDSA Private Security License #
3.			
	Name	Date of Birth	GBPDSA Private Security License #
4.			
	Name	Date of Birth	GBPDSA Private Security License #
5.			
	Name	Date of Birth	GBPDSA Private Security License #
6.			
	Name	Date of Birth	GBPDSA Private Security License #
7.			
	Name	Date of Birth	GBPDSA Private Security License #
8.			
	Name	Date of Birth	GBPDSA Private Security License #
9.			
	Name	Date of Birth	GBPDSA Private Security License #

Macon-Bibb County Certificate of Good Standing

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

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

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

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

MUHAMMAD RAMZAN / M. Ramzan

Print and Sign Name

Sworn to and subscribed before me this

10 day of Oct., 20 24.

Jasmine Bonet

Notary Public

My Commission Expires: 03.11.2025



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: MUHAMMAD RAMZAN Business Owner
 2. Name of the subject of this Certificate, if different from the applicant:
PREET SANDHU Property Owner
 3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plot 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 entries in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

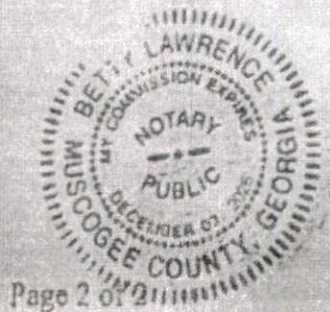
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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

PREET SANDHU
Print and Sign Name

Banhu

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

[Signature]
 Notary Public
 My commission expires:
12-3-25



Page 2 of 2

Rev. April 2022
 See O-22-0011



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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Muhammad Ramzan– Fingerprints Completed: 01.29.2025

Business Name: New Start Food Mart LLC dba Kitchen Pride Food Store

Business Address: 3101 Columbus Road, Macon, GA 31204

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

Granted

Signed by: _____ **Date** _____
 Sheriff, Macon-Bibb County, Georgia

Denied

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

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

Granted

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

Denied

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

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

Granted



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

Denied



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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 3/13/2025 (Date) SD (Initials)

Comments

After review, legal recommends denial of this application. Though business self-identifies as a Food Mart in this application, on two separate inspections of the premises by Code Enforcement, officers found the store was operating as a Vice Mart, without the fresh food required of a food mart. Moreover, business owner and agent has been convicted of selling alcohol without a license at this same store.

Initials

SP Stephanie Freeman, Administrative Office Specialist

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

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

Non-Profit Business : No

Required Attachments

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

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

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

Alcohol Beverage Supplemental Packet:

Macon Arts 2025 Al Lic Package Online Submission 1.9.25.pdf

Business Information

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

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

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

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

Business Name (DBA) : Macon Arts Center

Corporation Name :

Business Address : 4570 Pio Nono Ave

City : Macon

State : GA

Zip : 31206

Mailing Address : Post Office Box 3833

City : Macon

State : GA

Zip : 31205

Local Business Phone # : (478) 259-1590

Email : info@maconartscenter.com

Owner Name : Anthony-Lynn Kirkland

Owner Phone # : (404) 330-2419

Are you selling alcohol by the package to go? : No

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : AH000272

Agent's First Name : Anthony-Lynn

Agent's Last Name : Kirkland

Agent's Home Phone # : (404) 330-2419

Job Title : Director of Operations

Agent's Home Address : 4570 Pio Nono Ave Unit C

City : Macon

State : GA

Zip : 31206

Social Security Number



License Fees

License Fees (ADD All that Apply)

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

License Fees:

License Fee : Distilled Spirits Consumed on Premise - \$2,900

License Fee : Malt Consumed on Premise - \$800

License Fee : Wine Consumed on Premise - \$700

Armed Security Personnel

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

Yes/No : No

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : Anthony-Lynn Kirkland

Date

Today's Date : 01/09/2025

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):	Anthony-Lynn Kirkland		
Home Address:	4570 Pio Nono Avenue, Unit C, Macon, Georgia 31206		
Sex	Race	Date of Birth	Social Security Number
MALE	BLACK		



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



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

Signature

Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title

Date

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

By executing this affidavit under oath, as an 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: Macon Arts Center

Printed Name of Applicant: Anthony-Lynn Kirkland

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 9 DAY OF January, 2025.

Sarah E Collins
 NOTARY PUBLIC

07/18/2028
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: ANTHONY-LYNN KIRKLAND
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 4570 PIO NONO AVE.
BUSINESS NAME: MACON ARTS CENTER

To Be Completed by County Engineer

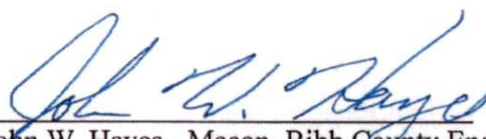
1. Nearest property line of the place of business to the nearest property line of a state or county owned and operated alcoholic treatment center, or housing authority property measured and found to be more than 300 ft (4-142)

☒ Comply ☐ Does not comply

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

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

☐ Yes ☐ No ☒ Not Applicable

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

Date: 1/17/25

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

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

Macon Arts Center, LLC

4570 Pio Nono Ave.

26,700' - ALCOHOLIC TREATMENT CENTER property line

River Edge - Emory Highway

8,200' - MHA housing unit property line

Pendleton Homes

OK! JWH

Paul J. Hornowski
January 17, 2025

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Distilled Spirits Consumed on Premise, Malt Consumed on Premise & Wine Consumed on Premise.

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the January 16, 2025, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Macon Arts Center, 4570 Pio Nono Ave., Macon, GA 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This January 9, 2025. Anthony-Lynn
Kirkland, Applicant
IPL0211954
Jan 11, 18 2025



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: 2018-00020630 DATE OF ISSUE: 5/8/2018

ISSUED TO NAME: Macon Arts Center, LLC/
Anthony Lynn Kirkland

OWNER'S NAME: SHEPHERD ERNEST W

PROPOSED USE: Macon Arts Center (C/O bar, restaurant,
club (both bldgs))

ADDRESS OF PROPOSED USE: 4570 PIO NONO AVE

STRUCTURE: EXISTING

MAP/PARCEL: P103-0227 ZONING DISTRICT: M-1

AS PER INSPECTION HELD ON

8-10-18

IT WAS OBSERVED THAT ALL
CONDITIONS ON THE ZONING
COMPLIANCE HAVE BEEN MET.

BY: SD
ZONING INSPECTOR

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

Subject to Business Development Services, Macon-Bibb County Environmental Health Department, Macon Water Authority, and all other applicable local, state and federal regulations/requirements.

As per application, reference- #95-1340 (Whiskey River) and #04-0288 (Comedy Club), Anthony Lynn Kirkland is found to be in compliance for the change the ownership of an existing bar, restaurant and club to Macon Arts Center located from the address provided. The compliance is valid for both structures on site.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 11/4/2018 THIS PERMIT IS NULL & VOID

APPROVED BY: Butch Sementilli

NOTICE

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

RECEIPT INFORMATION

Permit Description	Charge Description	Charge	Paid
Comm/Industr/Institutional	Alcohol Consumed on Premises	\$100.00	\$100.00
Comm/Industr/Institutional	Commercial/Industrial/institutional	\$350.00	\$350.00
		\$450.00	\$450.00



MACON-BIBB COUNTY
Planning & Zoning

John Langstaff
Current Planner

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 01/09/2025 15:44:53

BUSINESS INFORMATION

BUSINESS NAME : Macon Arts Center, LLC
CONTROL NUMBER : 18055217
BUSINESS TYPE : Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD : 2025

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 4570 Pio Nono Ave, Macon, GA, 31206, USA
REGISTERED AGENT NAME : Anthony-Lynn Kirkland, Sr.
REGISTERED OFFICE ADDRESS : 4570 Pio Nono Ave, Macon, GA, 31206, USA
REGISTERED OFFICE COUNTY : Bibb

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 4570 Pio Nono Ave, Macon, GA, 31206, USA
REGISTERED AGENT NAME : Anthony-Lynn Kirkland, Sr.
REGISTERED OFFICE ADDRESS : 4570 Pio Nono Ave, Macon, GA, 31206, USA
REGISTERED OFFICE COUNTY : Bibb

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Anthony-Lynn Kirkland
AUTHORIZER TITLE : Organizer

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

Business:

Trade Name: Macon Arts Center Name of Corporation: Macon Arts Center

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

Individual: Anthony-Lynn Kirkland

Name and Title: Director of Operations Telephone Number: (404) 330-2419

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

Residential Street Address: 4570 Pio Nono Avenue, Unit C, Macon, Georgia 31206

Mailing Address: Post Office Box 3833, Macon, Georgia 31205

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: _____

Application Instructions

Alcohol Handler's Licenses are issued to individuals, not businesses, and may be used by the same individual for any number of employers or businesses where the licensee works as an Alcohol Handler. It is a violation of the Macon-Bibb County Code of Ordinances for any person to work as an Alcohol Handler without an Alcohol Handler's License.

The following people are Alcohol Handlers, and must obtain an Alcohol Handler's License:

1. Anybody working as an employee or independent contractor for a business that does not earn at least 50% of its gross annual revenues from the sale of food, and whose normal job duties include pouring, mixing, or opening alcoholic beverages for sale by the drink;
2. Anybody working as an employee or independent contractor for a business that does not earn at least 50% of its gross annual revenues from the sale of food, and whose normal job duties include supervising or managing any person whose normal job duties include pouring, mixing, or opening alcoholic beverages for sale by the drink;
3. Anybody with at least 25% ownership in any business selling alcoholic beverages at retail, whether by the package or by the drink, unless the business is a publicly traded company; AND 4) Any person serving as the agent on any Macon-Bibb County license for the sale of alcoholic beverages at retail, whether by the package or by the drink.

The fee is \$25.00. Alcohol Handler's License fees are not prorated and expire on **December 31st of each year.**

ADDITIONAL DOCUMENTS TO BE SUBMITTED

A certificate showing completion of an alcohol handler's training course, approved by Macon- Bibb County, within the last three years. A separate fee may apply. See below for a list of approved courses.

ServSafe: (404) 467-9000 <https://www.servsafe.com/ServSafe-Alcohol>

Training Institute for Responsible Vendors Inc. (404) 531-9237.

Training for Intervention Procedures (TIPS), Nicole Blossé, 800-438-8477, ext. 390 or email Blossen@get-tips.com, www.gettips.com

Cheers Entertainment Services (470) 377-0731 <https://cheersbartraining.teachable.com/> An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.

A current color passport size photograph of applicant.

Applicant Information

Demographic Information:

First Name : Anthony-Lynn

Last Name : Kirkland

Home Address : 4570 Pio Nono Ave Unit C

City : Macon

State : GA

Zip : 31206

Home Phone # : (404) 330-2419

Email : info@maconartscenter.com

Mailing Address : 4570 Pio Nono Avenue

City : Macon-Bibb County

State : GA

Zip : 31206

Application Documents

The Alcohol Handler Supplemental Packet can be found [here](#).

A certificate showing completion of an Alcohol Handler's training course taken within the last three years.

AHTraining:

macon-bibb-alcohol-handler-s-permit.pdf

A current Color (passport size) photograph of applicant.

passport:

Kirkland Passport Pic.jpg

S.A.V.E.

(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:

Are you a U.S. citizen?

citizen : Yes

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 Signature : Anthony Lynn Kirkland

Date : 12/27/2024



Cheers Hospitality Academy

CERTIFICATE OF COMPLETION

Awarded To

ANTHONY-LYNN KIRKLAND SR.

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-11-22

Serial No.

cert_kj2hdjw4





Anthony-Lynn Kirkland



AH000272

ALCOHOL HANDLER

EXP: 12/31/2025

After Recording, Please Mail the Instrument To:
John J. McManus, Esq.
John J. McManus & Associates, P.C.
4500 Hugh Howell Road, Ste. 510
Tucker, Georgia 30084

Doc ID: 014669260003 Type: GLR
Recorded: 05/24/2018 at 02:00:00 PM
Fee Amt: \$12.00 Page 1 of 3
Bibb County Superior Court
Erica Woodford Clerk
BK 10349 PG 242-244

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF BIBB

THIS INDENTURE, Made the 22nd day of April in the year Two Thousand Nineteen between **ERNEST W. SHEPHERD**, a Debtor-In-Possession, as party of the first part, hereinafter called Grantor, and **MACON ARTS CENTER, LLC, a Georgia Limited Liability Company**, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of the sum of Two Million One Hundred Thousand Dollar (US \$2,100,000.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee all right, title and interest in and to the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 195 OF THE 4TH LAND DISTRICT OF BIBB COUNTY, GEORGIA, AND BEING KNOWN AND DESIGNATED AS TRACT ONE, CONTAINING 9.521 ACRES, MORE OR LESS, ACCORDING TO A PLAT OF SURVEY BY ROBERT A. LIECK, GEORGIA REGISTERED LAND SURVEYOR, DATED APRIL 28, 1995, ENTITLED "PROPERTY SURVEY FOR ERNEST W. SHEPHERD" OF THE ROY WESLEY ENGLISH PROPERTY, A COPY OF WHICH IS RECORDED IN PLAT BOOK 88, PAGE 114, CLERK'S OFFICE, BIBB SUPERIOR COURT, WHICH SAID PLAT IS BY THIS REFERENCE THERETO INCORPORATED HEREIN.

This Limited Warranty Deed is subject to all zoning ordinances, easements and restrictions of record affecting said described property.

The sale of the property is authorized pursuant to the confirmed Chapter 11 Plan in Case No. 16-50560, United States Bankruptcy Court, Middle District of Georgia, Macon Division, under 11 U.S.C. 1123(b)(4). This sale is hereby completed in accordance with Section 363 of the Bankruptcy Code

1

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: _____

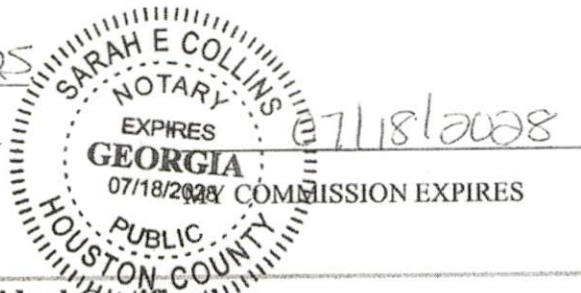
Date: 1-9-25

Business Name: Macon Arts Center

I hereby certify that Anthony Kirkland (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 9 day of January, 2025
Sarah E Collins

NOTARY PUBLIC



Owner/Individual Certification

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

Individual/Owner's Signature: _____
 (If different from Agent)

Date: _____

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

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Macon Arts Center

Business Address: 4570 Pio Nono Ave., Macon, Georgia 31206

Instructions:

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

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

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

Definitions:

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

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


Applicant/Agent Signature

1-9-25
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

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

Business Name: Macon Arts Center

Business Address: 4570 Pio Nono Avenue, Macon, Georgia 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.

Michael D. Barnes MA
Code Enforcement Department Designee

01-31-2025
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]
Applicant/Agent Signature

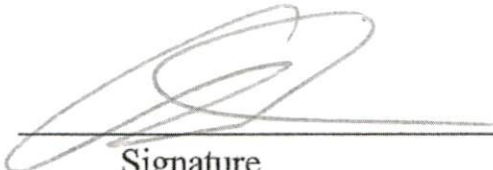
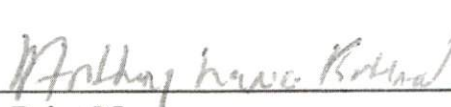
1/31/2025
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

		
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Macon Arts Center
 Owner's Name: Anthony-Lynn Kirkland
 Address: 4570 Pio Nono Ave. #C
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? \$ 2,100,000
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

Anthony-Lynn Kirkland

Printed Name of Person Completing Form

[Signature]
 Signature of Person Completing Form

1-8-25
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

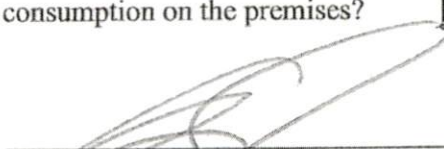
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Macon Arts Center

Business Address: 4570 Pio Nono Avenue, Macon, Georgia 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

1-9-21
Date

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Macon Arts Center

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

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

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

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

Anthony-Lynn Kirkland owns and controls 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.

Anthony-Lynn Kirkland
Print and Sign Name

Sworn to and subscribed before me this

9 day of January, 2025.

Sarah E Collins

Notary Public

My commission expires: 07/18/2028



Rev. April 2022
See O-22-0011

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Anthony-Lynn Kirkland / Director of Operations
2. Name of the subject of this Certificate, if different from the applicant:
Macon Arts Center
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

Anthony-Lynn Kirkland owns and controls 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.

Anthony-Lynn Kirkland
Print and Sign Name

Sworn to and subscribed before me this

9 day of January, 2025

Sarah E Collins
Notary Public

My commission expires 07/18/2028



Page 2 of 2

Rev. April 2022
See O-22-0011



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

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Anthony-Lynn Kirland – Fingerprints Completed: 02.14.2025

Business Name: Macon Arts Center

Business Address: 4570 Pio Nono Ave Macon GA 31206

After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	2/25/2025 Date
Denied	1C561778CDEE414...	
	Sheriff, Macon-Bibb County, Georgia	Date

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 3/13/2020 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF

Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING
STEPHEN V. SKALKO TO POST 5 OF THE CONSTRUCTION BOARD OF APPEALS;
AND FOR OTHER LAWFUL PURPOSES.**

WHEREAS, in accordance with the requirements imposed by O.C.G.A. § 8-2-26(g)(18)(B), the Macon-Bibb County Construction Board of Appeals (the “Board”) was created in March of 2020, through the passage of Macon-Bibb County Ordinance O-20-0023 ;and

WHEREAS, Section 6-117 of the Macon-Bibb County Code of Ordinances (the “Code”) provides that the Board shall consist of five (5) active members and two (2) alternate members, all of whom are designated to a specified “Post”; and

WHEREAS, pursuant to Section 6-119 of the Code all members of the Board shall be appointed by the Mayor, subject to the approval of the Macon-Bibb County Commission; and

WHEREAS, pursuant to Section 6-82 of the Macon-Bibb Code of Ordinances, after the expiration of the initial term for each Post, each successive term shall be for a period of five (5) years, and shall run from the expiration date of the prior term; and

WHEREAS, notwithstanding the expiration date provided herein, members of the Board may continue to occupy their Posts until a successor has been appointed; and

WHEREAS, Section 6-119 of the Code further provides that Post 5 shall be filled by a registered design professional with fire protection engineering experience or a fire protection contractor with not fewer than ten years of experience including at least five years of experience in responsible charge of work; and

WHEREAS, Stephen V. Skalko is a registered professional engineer, and for the past eight years, has operated a consulting engineering firm that provides technical assistance to architects, engineers, contractors, building owners including ensuring compliance with fire safety and accessibility requirements; and

WHEREAS, Stephen V. Skalko previously served as the Director of Inspections and Fees, Building Official, and Fire Marshal for the City of Macon from 1980 to 1987; and

WHEREAS, Stephen V. Skalko was appointed to the Board on May 19, 2020, with his initial term set to expire on December 31, 2024; and

WHEREAS, Stephen V. Skalko has served one term on the Board and is eligible to continue to serve on the Construction Board of Appeals for an additional consecutive term; and

WHEREAS, Stephen V. Skalko meets all rules, regulations, and requirements necessary for appointment to serve a second term as the Post 5 member of the Board; and

WHEREAS, Stephen V. Skalko has expressed interest in continuing to serve on the Board and has submitted an updated Certificate of Good Standing; attached hereto as Exhibit “A”.

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 Stephen V. Skalko is hereby reappointed to serve as on the Macon-Bibb County Board of Construction Appeals for a term beginning January 1, 2025, with said term to expire on December 31, 2029.

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2025 Miller Reappointing Skalko To CBA 2-25-25.Docx

EXHIBIT A

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Stephen V. Skalko

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

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

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

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

Stephen V. Skalko, P.E. & Associates LLC

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



Stephen V. Skalko

Print and Sign Name

Sworn to and subscribed before me this
3 day of March, 2025.

Sheila F. Griggs
Notary Public

My commission expires: 8/20/2025



Page 2 of 2

Rev. April 2022
See O-22-0011



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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BTBB, INC. FOR THE PROVISION OF ARCHITECTURAL SERVICES FOR THE GRAND OPERA HOUSE RENOVATION, IN THE AMOUNT OF 7% OF CONSTRUCTION COSTS, ESTIMATED TO BE APPROXIMATELY \$63,000.00, TO BE PAID FROM THE SPLOST 2018 FUND – CULTURE & RECREATION – GRAND OPERA HOUSE - PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County intends to renovate the Grand Opera House as part of its 2018 SPLOST capital improvements efforts; and

WHEREAS, the County has selected BTBB, Inc. to perform the required architectural services for the Grand Opera House renovation; and

WHEREAS, pursuant to Section 19-10(b) of the Macon-Bibb County Code of Ordinances, the Macon-Bibb County Commission is authorized to approve the hiring of consultants without going through the competitive procurement process; and

WHEREAS, the Macon-Bibb County Commission desires to approve the hiring of BTBB, Inc., to perform the aforementioned services, for a total cost of 7% of the construction costs of the renovation, which is currently estimated to be approximately \$63,000.00, as provided in Exhibit A, attached hereto and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute a professional services agreement with BTBB, Inc., in the amount of 7% of the construction cost,

for an estimated amount of \$63,000.00, to provide architectural services for the renovation of the Grand Opera House, as provided in Exhibit A, and to be paid from the SPLOST 2018 Fund – Culture & Recreation – Grand Opera House – Property line item.

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

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the 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

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with BTBB Inc for Grand Opera House Reno
\$63,000.00 3-11-25.docx*

EXHIBIT A

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND BTBB, INC.**

This Professional Service Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County"), a political subdivision of the State of Georgia, and BTBB, Inc. ("Architect"), a Georgia corporation, with a principal office address of 609 Cherry Street, Suite A, Macon, Georgia 31201, collectively the "Parties."

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

1. Scope of Services

Architect shall commence, diligently pursue, and complete architectural designs for the renovation of the Grand Opera House as set forth in this Agreement and as more specifically detailed in Exhibit A – The Grand Opera House Renovation Scope of Services ("Exhibit A"), attached hereto and incorporated herein by reference. All services will be performed in accordance with federal, state, and local laws. Architect shall maintain current licenses and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing in the form of Change Orders and mutually agreed upon by the Parties. Architect is not obligated to perform services beyond what is contemplated in this Agreement.

2. Compensation

For the performance of services as described in this Agreement, Architect shall receive from the County compensation in the amount of 7% of the cost of construction for the Grand Opera House Renovations. At the time of drafting this Agreement, such compensation is estimated to be \$63,000.00. Additionally, Architect shall be entitled to receive compensation for reimbursables and additional services, as required, as described in Exhibit A.

County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. Any amount charged to County in excess of the amount stated in this Agreement must be approved by County in writing in the form of a Change Order prior to performance of services. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from County's receipt of invoice. County is tax exempt and cannot agree to pay State or Federal taxes.

Prior to the issuance of final payment from County, Architect shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Architect in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Architect.

3. Term

This Agreement shall be effective as of the date it is fully executed by the Parties. Architect shall commence performance of services within ten (10) days from receipt of Notice to Proceed. All work shall be completed within three (3) months from Architect's receipt of Notice to Proceed. Time to completion may be extended in writing upon mutual consent of the Parties.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Architect shall be entitled to receive payment for work completed up to and including the date of termination, but shall not receive compensation for work not yet completed. Additionally, upon termination, Architect shall immediately provide to County any work product created on behalf of the County as part of the Scope of Work contemplated herein.

County may terminate this Agreement for cause upon Architect's failure to comply with any provision of this Agreement provided that County shall notify Architect of its failure to comply and allow Architect ten (10) days to cure its noncompliance. At the end of the 10th day following notice by the County, if Architect has not cured its noncompliance, County may terminate this Agreement immediately.

5. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. In the event that there ceases to be appropriated funds available to pay any obligation under this Agreement, this Agreement shall be terminated.

6. Performance Standards

Architect shall perform the services described in this Agreement using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services.

7. Independent Contractor

Architect is an independent contractor and not an agent, partner, joint venturer, or employee of County. Neither Architect, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Architect will be responsible for and compensation paid under this Agreement shall include the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Architect in performing services and complying with this Agreement. Architect will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Architect shall provide county with a W-9 form for each contract term for which services are performed. Architect and County agree that Architect will be free to contract for similar services to be performed for other employers while under Contract with County.

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

8. Subcontracting and Assignment

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

Should Architect subcontract any services under this Agreement, Architect shall comply with the following reporting requirements:

Architect shall submit a "Subcontractor/Supplier Participation Report" quarterly to the Macon-Bibb County Office of Small Business Affairs which shall include the following:

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

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

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

9. Conflicts of Interest

Architect and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Architect shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

10. Indemnification

To the fullest extent permitted by law, Architect shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Architect or any Officer, employee, representative, or agent of Architect.

11. Insurance

(a) Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.
- Comprehensive General Liability ("CGL") with combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, and employees as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.
- Professional Liability with liability limits of not less than \$1,000,000.00. This policy shall name the County and its officers and employees as additional insured.

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

- (c) All deductibles shall be paid by Architect. Except as to the Professional Liability policy, all liability policies obtained by Architect in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Architect. Architect shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or material amendment of any required insurance policy. Consultant shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Consultant. Consultant shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.
- (d) The County shall be under no obligation to ensure that Consultant, or any subcontractor, complies with the insurance requirements of this Agreement, and Consultant assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Consultant further agrees to indemnify and hold harmless the County for any claims arising from Consultant's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

12. Ownership of Documents

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

13. Confidential Information and Open Records

The Parties acknowledge that both Architect and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, 905 S.E.2d 657 (Ga. 2024). As a result, Architect acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Architect as to any records or data in the County's possession.

Upon execution of this Agreement, Architect shall designate in writing that one or more of its officers shall be the open records officer for Architect in accordance with the Open Records Act. In the event that Architect receives a request for records under the Open Records Act, Architect shall notify County within two business days by sending an email,

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

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

14. Audit Clause

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

15. Publicity

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

16. Discrimination and ADA Compliance

Architect will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Architect agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Architect shall comply with the appropriate provisions of the Americans with

Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

17. Drug Free Workplace

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

18. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

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

For Architect:

BTBB, Inc.
Attn: Bob Brown
609 Cherry Street, Suite A
Macon, Georgia 31201

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

19. Force Majeure

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

20. Dispute Resolution and Jury Trial

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

21. Attorney's Fees

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

22. Authority to Execute

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

23. Counterparts

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

24. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

25. Waiver

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

26. Severability

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

27. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

28. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Architect may not unilaterally amend or modify this Agreement by including

provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

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

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor Date _____

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

BTBB, Inc.:

By: _____
Date _____

Attested: _____
_____(Title) Date _____

Q:\CONTRACTS\2025-0858 BTBB, Inc. Architectural Services for Grand Opera House -
\$63,000.00 .docx

EXHIBIT A



THE GRAND OPERA HOUSE RENOVATION
651 Mulberry Street
Macon, Georgia

February 19, 2025

SCOPE OF SERVICES

General Project Scope

1. Stage Dressing Rooms
 - new counters, lighting, finishes
 - replace restroom plumbing fixtures
 - modify space to develop accessible restroom
2. Lower Level Green Room, Restrooms, Dressing Rooms, Catering Space, Laundry
 - replace counters, lighting, finishes
 - replace restroom plumbing fixtures
 - upgrade electrical power
 - upgrade HVAC
3. Theater
 - replace side and rear exit doors
 - upgrade HVAC controls at balcony

Estimated Budget: \$900,000

Consultants

Mechanical / Plumbing	Total Engineers
Electrical	Electrical Design Consultants
Interiors	Camp Interiors
Building Code Consultant	Stephen V. Skalko, P.E.

FEE PROPOSAL

7% x Construction Cost

Additional Services of the Architect, if required and approved by the Owner, shall be invoiced at the following hourly rates:

Principal / Architect	\$180.00 per hour
Staff Architect	\$130.00 per hour
Draftsman	\$ 95.00 per hour
Clerical	\$ 70.00 per hour

Hourly rates for multi-year contracts shall increase at a rate of 5% annually, commencing on the first of each successive year.

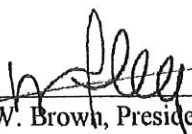
Robert W. Brown AIA/ASLA

609 Cherry Street • Macon, GA 31201-7398 • T 478.742.1208 • F 478.746.1721 • www.btbbinc.com

Additional Services of the Architect's Consultant(s), if required and approved by the Owner, shall be invoiced at 1.5 x actual Consultant's costs billed to the Architect.

Reimbursables: 1.5 x actual out-of-pocket expenses for long distance telephone calls, mileage, CD's, reproductions, professional renderings, mailing and shipping, professional cost estimates, and fees paid for securing approval of authorities having jurisdiction over the project.

Architectural Services as outlined above will be billed on a monthly basis; payments are due and payable fifteen (15) days from the date of the Architect's invoice.



Robert W. Brown, President
BTBB inc.

2/19/2025

Date

Clay Murphey, SPLOST Coordinator
Macon-Bibb County, Georgia

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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH BARBIZON CHARLOTTE, INC. DBA BARBIZON ATLANTA, IN THE AMOUNT OF \$154,542.24 FOR THE PURCHASE AND INSTALLATION OF PRODUCTION EQUIPMENT, AND \$333,958.37 FOR THE PURCHASE AND INSTALLATION OF LIGHTING EQUIPMENT AT THE GRAND OPERA HOUSE, TO BE PAID FROM THE SPLOST 2018 FUND – CULTURE & RECREATION – GRAND OPERA HOUSE – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County desires to purchase new production and lighting equipment to be installed at the Grand Opera House as part of upgrades funded by the 2018 SPLOST; and

WHEREAS, Barbizon Charlotte, Inc. dba Barbizon Atlanta has the capacity and resources to provide the County with the production equipment, lighting equipment, and installation services required for the upgrades to the Grand Opera House, for a cost of \$154,542.24 for the production equipment, and a cost of \$333,958.37 for the lighting equipment, as provided in Exhibits A and B, both attached hereto and incorporated herein by reference; and

WHEREAS, Barbizon has an active contract with TIPS, a governmental national purchasing cooperative, for the required equipment; and

WHEREAS, Macon-Bibb County Code of Ordinances §19-8 provides authority for the County “to join with other units of government in cooperative purchasing plans when the best interests of Macon-Bibb County would be served thereby;” and

WHEREAS, because of the TIPS Contract, purchasing from Barbizon will provide Macon-Bibb County with discounted pricing and reduced processing time on the desired equipment; and

WHEREAS, Procurement recommends this vendor and concurs with these contract awards; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same, that the Mayor is authorized to execute agreements with Barbizon Charlotte, Inc. dba Barbizon Atlanta, in the amount of ONE HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED FORTY-TWO DOLLARS AND 24/100 CENTS (\$154,542.24) for the purchase and installation of production equipment, as described in Exhibit A, and THREE HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS AND 37/100 CENTS (\$333,958.37) for the purchase and installation of lighting equipment, as described in Exhibit B, for the Grand Opera House, all to be paid from the SPLOST 2018 Fund – Culture & Recreation – Grand Opera House – Property line item.

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

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the 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

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreements with Barbizon Lighting Company for Lights and
Production Equip at Grand 3-12-25.docx*

EXHIBIT A

Mercer Grand Opera House
Macon, GA
By: Rob Dillard

Production Controls
Q# A240232.1

Barbizon Lighting Company
Jan. 25, 2025
rdillard@barbizon.com
678-387-5557

Item	Qty	Description	Price
------	-----	-------------	-------

Section I - Power / Controls / Services / Labor

1.1		Dimmer Rack update to CEM3 Control Processor	
	2	CEM3 - Control Module for use in Sensor3 Dimmer Racks. Includes front network connector, front USB reader, backlit number keypad, selector wheel, and backlit display. Supports 2- DMX IN, 1-additional Network, Panic Input, and RTO or BP connection	
	2	RK SR+/SR3 - Universal CEM3 Upgrade Kit for US Sensor + Installation Racks with CEM+ control module	
	1	PWRPKG 3YR - 3-year warranty for Power Package upgrade - Includes services of an ETC Technician for Install, Testing and Training Hardware to consist of: CEM3 backplane, rack fan, door foam, air filters Services to consist of: rack cleaning, installation of hardware, CEM3 programming, CEM3 training	
		1.1 Rack Update Subtotal:	\$ 17,189.55
1.2		LED Power Modules	
	12	LED10, Dual 120V PhaseAdept Module (24 10Amp 120V Circuits for House Lights)	\$ 10,619.10
	36	TR20SAF, Dual 20A ThruPower Module 350µs with advanced features	\$ 27,945.00
		1.2 LED Power Modules Subtotal:	\$ 38,564.10
1.3		Console upgrade ION XE 10K UP (Increase Channel count from 2K to 12K)	
	1	Ion Xe 10K Up	\$ 3,613.44
	1	ETC Puck, 6,144 outputs (maximum)	\$ 3,851.25
	2	Multi-Touch Monitors	\$ 875.00
	1	USB Wireless Mouse and Keyboard	\$ 312.50
	1	Tech for console upgrade and PUCK Set-Up	\$ 1,266.58
		1.3 Console Update Subtotal:	\$ 9,918.78
1.4		<u>Control and Data Distribution System</u>	
		<u>Notes Section 1.3:</u> 1- Setting/placing/mounting of boxes and enclosures NOT included. 2- Box/enclosure/cabinet/rack penetrations NOT included. 3- Power (see Riser) NOT included. 4- Conduit, power wire and power wire pulls NOT included. 5- Power wire terminations NOT included. 6- Data/Signal wire pulls NOT included.	
		Network Control Equipment to consist of: <u>SNB8 #1, #2, #3, #4</u> <u>Location: Dimmer Room, Pin Rail, Booth, Balcony</u>	
	4	SNB8FP - 8-port Simple Network Box with fiber input option includes: 8-port Power over Ethernet switch Patch Panel 8 punchdown Cat5e terminations 8 patch cables Power Supply	
		<u>SNB16 Stage Right</u>	
	1	SNB16FP - 16-port Simple Network Box with fiber input option includes: 16-port Power over Ethernet switch (12 PoE, 4 non PoE Ports) Patch Panel 16 punchdown Cat5e terminations 16 patch cables Power Supply	

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Item	Qty	Description	Price
		DMX Gateways to consist of: Gateway #1 Stage Right / Gateway #2 Booth / Gateway #3, #4 Pin Rail / Gateway #5 Balcony Rail	
5		RSN-DMX4-DIN - Response Mk2 Four-port DMX/RDM Gateway to include: - Four 3-pin terminal DMX connectors - Din-rail mounted chassis - Display and 4-button user interface - RJ45 Ethernet input	
4		DIN14-H - Small enclosure with (2) 13" pieces of horizontal DIN rail space and a repositionable voltage barrier. Box exterior size is 14"x14"x5" - Two DMX Gateway Per Enclosure	
		Unison Paradigm Control System to consist of:	
1		ERN4-W-120 - ERn4 Enclosure Wall-mount 100-120V	
2		ERN-BM - ERn Blank Module	
1		P-ACP3 - Paradigm Architectural Control Processor for use in DRd Racks and ERn Units. Includes front network connector, front USB, and front SD card reader, backlit number keypad, selector wheel, and backlit display. Supports 1,024 channels of DMX and a max of 128 stations.	
1		P-SPM-E - Paradigm Station Power Module - supports 63 stations and (1) 500m wire segment	
		Unison Paradigm Control Stations to consist of:	
2		P-TS7-PE - Paradigm 7" Ethernet Portable Touchscreen Station to include: - 7" Black Portable Touchscreen - 10' Ethercon to RJ-45 cable	
1		UH10005-41 - Black 1-gang faceplate assembly to include the following: 4 - "Preset X" Select Switch 1 - "Off" Select Switch	
1		UH10005 - 1-gang, 5-button electronics assembly	
		Control Plug-in Stations to consist of:	
		Dimmer Room / Balcony Rail	
2		ECPB NET/NET - ETCNet / ETCNet Control Plug-in Station with: 2 - RJ-45 (568B) Connectors in XLR cases with custom labels	
3		ECPB PB2 - ETC 2-gang Surface Mount Back Box (2.5" deep)	
		Booth / Pin Rail / Stage Right	
3		ECPB Net / Net / Net / Net Control Plug-in Station with: 4 - RJ-45 (568B) Connector in XLR case	
3		ECPB PB4 - ETC 4-gang Surface Mount Back Box (3.5" deep)	
		Stage Right / Balcony Rail / Pin Rail (x2)	
4		ECPB DMX OUT / DMX OUT / DMX OUT / DMX OUT - Control Plug-in Station with: 4 - XLR-5FDM3 DMX Out Connector(s) with custom labels	
4		4SBD-4 - ETC 4-gang Surface Mount Back Box (3.5" deep)	
1		ECPB DMX IN / DMX IN / DMX IN / DMX IN - Control Plug-in Station with: 4 - XLR-5MDM3 DMX IN Connector(s) with custom labels	
1		4SBD-4 - ETC 4-gang Surface Mount Back Box (3.5" deep)	
4		5 Pin DMX Female to 5 Pin DMX Female	
4		5 Pin DMX Male to 5 Pin Male	
		1.4 Control and Data Distribution System Subtotal:	\$ 51,632.69

Mercer Grand Opera House
Macon, GA
By: Rob Dillard

Production Controls
Q# A240232.1

Barbizon Lighting Company
Jan. 25, 2025
rdillard@barbizon.com
678-387-5557

Item	Qty	Description	Price
1.5		Data Cables and Wire to consist of: <u>For Conduit Pulls</u> <u>Wire pulls in conduit EXCLUDED. To be provided by electrical contractor.</u>	
	1	LOT - CAT6	
	1	LOT - Belden 9729 (DMX Data Wire)	
	1	LOT - Belden 8471 Unison Station Wire	
	1	LOT - #14AWG Green Ground Wire	
		<u>Portable Cable - BOOTH</u> <u>Note: All portable cable to be tested prior to hand-off to owner.</u>	
	2	Cat 6A Shielded Tour Grade Extension 15'	
	4	15ft 5 Pin DMX - Tour Grade LEX 2 Pair Shielded Cable, Neutrik Black/Gold Connectors, Black Cable	
		1.5 Data Wire and Cables Subtotal:	\$ 5,932.75
1.6		Labor and Services	
	1	Project Manager	
	1	CAD: Submittals, Shop Drawings, Control Riser, As-Built, Operation and Maintenance Manuals	
	1	Barbizon Technician Services to include:	
		1 - Data Terminations	
		2 - System Start-up	
		3 - System Configuration and Testing	
		4 - LCD and Button Station Programming	
		5 - Assist owner / end user with set up of ALL current manufacturer software on Owner Furnished laptop or desktop computer	
		6 - Owner Training on system and software	
		1.6 Labor and Services Subtotal:	\$ 31,304.38

1.1 Rack Update Subtotal: \$ 17,189.55
1.2 LED Power Modules Subtotal: \$ 38,564.10
1.3 Console Update Subtotal: \$ 9,918.78
1.4 Control and Data Distribution System Subtotal: \$ 51,632.69
1.5 Data Wire and Cables Subtotal: \$ 5,932.75
Equipment Subtotal: \$ 123,237.86
1.6 Labor and Services Subtotal: \$ 31,304.38
Total: \$ 154,542.24

Does NOT include Sales Tax. Sales Tax, if applicable, ADD: \$ 9,859.03
Based on 8% Macon/Bibb County rate as of 1/1/2025 and valid through 3/30/2025
Ground shipping and delivery of all equipment INCLUDED.

BARBIZON
LIGHTING COMPANY

Mercer Grand Opera House
Macon, GA
By: Rob Dillard

Production Controls
Q# A240232.1

Barbizon Lighting Company
Jan. 25, 2025
rdillard@barbizon.com
678-387-5557

Item	Qty	Description	Price
------	-----	-------------	-------

Section II - Project Notes

		Disclaimer: This quotation is based on Barbizon's interpretation of the project and is limited to the Bill of Materials detailed above. Due to global logistics and supply chain issues, our industry is seeing delays on certain product types. While the situation is fluid, Barbizon is committed to keeping our customers proactively informed of these delays as information becomes available. Barbizon thanks you for your patience and your business. Services: Project management and coordination. Drawings for approval within 6-weeks of receipt of order. Production requires 8 to 12 weeks for delivery of equipment after receipt of written approval and release. 2-year limited warranty on ETC parts and workmanship with the exceptions called out in ETC's Terms and Conditions http://www.etcconnect.com/support/warranty.aspx is included. 1-year warranty on all other manufacturers. Services of a factory engineer to test and energize system and instruct user personnel. All work requires 21 days notice. Work completed M-F during normal working hours. Complete set of As-Built drawings and Operation manuals. Freight allowed to the job site. Expedited freight is not included. <u>Exclusions:</u> Contents of the General Conditions, related sections or other drawings are not included. Conduit, pull wire, gang back boxes, cable pass throughs, and wire not included. Installation of equipment not included. Bonding, taxes, fees, tariffs, and permits not included. Cutting, patching, plugging, and painting not included. Architectural lighting fixtures, integration, addressing, and terminations not included. Access Equipment for system start up and troubleshooting not included.	
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EXHIBIT B



Quote

Page: 1
1/23/2025 2:20:37PM
REPRINT

Barbizon Light of the Southeast
1016 McClelland Ct.
Charlotte, NC 28206

Order Number: BSE0537018

Order Date: 1/23/2025
Required By: 5/3/2027
Customer Number: MERCE01

Charlotte **Atlanta** **Orlando**
704-372-2122 404-681-5124 407-999-2647

Sold To:
MERCER UNIVERSITY
400 POPLAR STREET
GRAND OPERA HOUSE
ATTN BOB MAVITY
MACON, GA 31201 478-301-5465

Ship To:
MERCER UNIVERSITY
651 MULBERRY STREET
ATTN: BOB MAVITY
MACON, GA 31201

Customer P.O.	Ship VIA	Entered By	Terms	Pmt Type	Number	Authorized Amt
FIXTURE PACKAGE+SOFT	TBD	MICHAEL WOLMER	NET 30	CHECK		

Item Number	Warehouse	Ordered	Back Order	Price	Amount
*ETCSP19-MI SOLAPIX 19, BLACK, PACKAGED IN MOLDED INSERT	DS -	24.00	0.00	4,750.00	114,000.00
HES2550A1200-B LONESTAR, BLACK, ULTRA-BRIGHT, IN MOLDED INSERT	DS	12.00	0.00	5,250.00	63,000.00
ETCCSCYC COLORSOURCE CYC BLACK ETL LED XLR W/ HANGING YOKE, NO C-CLAMP, WITH THE FOLLOWING POWER CORD INCLUDED:	DS	8.00	0.00	1,600.00	12,800.00
+ETCDPA-A INCLUDED 5' POWERCON FEMALE POWER IN BLUE TO EDISON MALE, 14/3 SO	DS	8.00	0.00	0.00	0.00
ETCCSSPOTVMVS COLORSOURCE SPOT V LIGHT ENGINE WITH EDLT SHUTTER BARREL, W/ MULTIVERSE, BLACK, NO CLAMP, WITH THE FOLLOWING POWER CORD INCLUDED:	DS	32.00	0.00	1,450.00	46,400.00
+ETCT1PA-A INCLUDED 6' TRUE1 FEMALE TO EDISON MALE, UL 1573	DS	32.00	0.00	0.00	0.00
ETC419EDLT SOURCE 4 19 DEGREE ENHANCED LENS TUBE, INCLUDES CF	DS	32.00	0.00	250.00	8,000.00
*ALED18600 CANTO AURORA A1 FOLLOWSPOT Aurora LED Series System 6500K System Includes: fixture, plug, tripod stand, and color changer.	DS -	2.00	0.00	6,000.00	12,000.00

Continued



Quote

Barbizon Light of the Southeast
1016 McClelland Ct.
Charlotte, NC 28206

Order Number: BSE0537018

Order Date: 1/23/2025
Required By: 5/3/2027
Customer Number: MERCE01

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651 MULBERRY STREET
ATTN: BOB MAVITY
MACON, GA 31201

Customer P.O.	Ship VIA	Entered By	Terms	Pmt Type	Number	Authorized Amt
FIXTURE PACKAGE+SOFT	TBD	MICHAEL WOLMER	NET 30	CHECK		

Item Number	Warehouse	Ordered	Back Order	Price	Amount
*XSR-5B SWISSON RDM/DMX OPTO BOX 1 INPUT/ 5 OUTPUT - 5PIN XLR	DS	4.00	0.00	600.00	2,400.00
LSMAB MEGA-CLAMP BLACK FOR CS SPOT V, CS CYC	DS	48.00	0.00	12.25	588.00
LSMLB MEGA-COUPLER BLACK FOR SOLAPIX 19, LONESTARS	DS	36.00	0.00	30.00	1,080.00
SAFETY BLACK SAFETY CABLE BLACK 1/8X30"	DS	70.00	0.00	4.00	280.00
5P-10-DP 5PIN DMX 10' DATAPLEX	DS	68.00	0.00	37.50	2,550.00
5P-25-DP 5PIN DMX 25' DATAPLEX	DS	15.00	0.00	50.00	750.00
5P-50-DP 5PIN DMX 50' DATAPLEX	DS	10.00	0.00	75.00	750.00
5P-100-DP 5PIN DMX 100' DATAPLEX	DS	6.00	0.00	115.00	690.00
SOFT GOODS					

Continued

Barbizon Light of the Southeast
1016 McClelland Ct.
Charlotte, NC 28206

Order Number: BSE0537018

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Customer P.O.	Ship VIA	Entered By	Terms	Pmt Type	Number	Authorized Amt
FIXTURE PACKAGE+SOFT	TBD	MICHAEL WOLMER	NET 30	CHECK		
Item Number	Warehouse	Ordered	Back Order	Price	Amount	
*TRAVELER TRAVELER PAIR - 30'H X 43' W (2) PANELS 30'-0"H X 21'-6"W EA. WEBBING, GROMMETS, & S-HOOKS 12" OC AT TOP 12" ON-STG HEM, 2" OFF-STG HEM 6" BOTTOM HEM W/ WEIGHT TAPE	DS -	3.00	0.00	10,383.46	31,150.38	
*BORDER BORDER - 15'H X 41' W BORDER 15'-0"H X 41'-0"W EA. WEBBING, GROMMETS, & TIES 12" OC AT TOP 2" SIDE HEMS 3" BOTTOM HEM W/ WEIGHT TAPE MATERIAL: 21OZ FR MARVEL COTTON VELOUR, UNLINED, COLOR BLACK SEWN AT 100% FULLNESS	DS -	3.00	0.00	4,976.83	14,930.49	
*LEG LEG - 30' H X 8' W WEBBING, GROMMETS, TIES 12" OC AT TOP 2" SIDE HEMS 6" BOTTOM HEM W/ WEIGHT TAPE MATERIAL: 21OZ FR MARVEL COTTON VELOUR, UNLINED, COLOR BLACK SEWN AT 50% FULLNESS	DS -	12.00	0.00	1,556.56	18,678.72	
*CYC CYC - 30' H X 40' W WEBBING, GROMMETS, & TIES 12" OC AT TOP 2" SIDE HEMS 6" PIPE POCKET AT BOTTOM MATERIAL: FR MUSLIN COTTON, SEAMLESS, COLOR BLEACHED WHITE SEWN AT 0% FULLNESS (FLAT)	DS -	1.00	0.00	3,910.78	3,910.78	

FREIGHT CHARGES TO BE DETERMINED AND WILL BE ADDED AT TIME OF INVOICE
Pricing reflects a 3% discount for payment by cash, check or ACH. Payment by wire, credit or P-card
voids this discount.

Continued



Quote

Barbizon Light of the Southeast
1016 McClelland Ct.
Charlotte, NC 28206

Order Number: BSE0537018

Order Date: 1/23/2025
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Customer Number: MERCE01

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Customer P.O.	Ship VIA	Entered By	Terms	Pmt Type	Number	Authorized Amt
FIXTURE PACKAGE+SOFT	TBD	MICHAEL WOLMER	NET 30	CHECK		

Item Number	Warehouse	Ordered	Back Order	Price	Amount
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Quote is limited to the above Bill of Materials.
Quote is based on the information provided to Barbizon and Barbizon's interpretation of the project.
Barbizon is responsible only for equipment and services specified in this Bill of Materials.
Installation is not included except as specifically noted above.
If rigging hardware is included, all rigging hardware is sold with the understanding that the customer/user is completely familiar with the safe and proper use of the items
Barbizon cannot be held responsible for the limitations of devices connected, specified and supplied by others.

THANK YOU!
MICHAEL WOLMER - mwolmer@barbizon.com

Due to frequent price changes from suppliers all pricing is subject to change unless the quote is accepted on the date of issuance. In addition to the prices quoted here your company shall be responsible for and shall pay for all applicable federal, state and local sales, use, property excise and other taxes, duties, tariffs or governmental charges imposed on or with respect to any items quoted herein.

Net Order:	333,958.37
Freight:	0.00
Sales Tax:	0.00
Order Total:	333,958.37

FREIGHT NOT INCLUDED IN TOTAL
PAYMENT TERMS BASED ON CURRENT ACCOUNT STATUS AND CREDIT LIMIT



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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GREAT SOUTHERN RECREATION, IN THE AMOUNT OF \$368,526.18, FOR THE PURCHASE AND INSTALLATION OF PLAYCRAFT PLAYGROUND EQUIPMENT MEMORIAL PARK RECREATION CENTER, TO BE PAID FROM THE SPLOST 2018 FUND – RECREATION – MEMORIAL – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County desires to purchase new playground equipment to be installed at Memorial Park Recreation Center as part of the recreation center upgrades funded by the 2018 SPLOST; and

WHEREAS, Great Southern Recreation has the capacity and resources to provide the County with the Playcraft playground equipment and installation services required for Memorial Park Recreation Center, for a cost of \$368,526.18, as provided in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Great Southern Recreation is an authorized reseller of Playcraft Systems playground equipment; and

WHEREAS, Playcraft Systems has an active contract with OMNIA Partners - Public Sector Cooperative for the required equipment; and

WHEREAS, Macon-Bibb County Code of Ordinances §19-8 provides authority for the County “to join with other units of government in cooperative purchasing plans when the best interests of Macon-Bibb County would be served thereby;” and

WHEREAS, because of the OMNIA Partner Public Sector Cooperative Contract, purchasing from Great Southern Recreation will provide Macon-Bibb County with discounted pricing and reduced processing time on the desired playground equipment; and

WHEREAS, Procurement recommends this vendor and concurs with this contract award;
and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same, that the Mayor is authorized to execute an agreement with Great Southern Recreation in the amount of THREE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS AND 18/100 CENTS (\$368,526.18) for the purchase and installation of Playcraft playground equipment at Eastview Park, as provided in Exhibit A, to be paid from the SPLOST 2018 Fund – Recreation – Memorial - Property line item.

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

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the 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

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Great Southern Recreation for Memorial
Playground Equipment 3-12-25.docx*

EXHIBIT A

SPLOST

Requisition approval

Project: MEMORIAL GYM

Company: GREAT SOUTHERN RECREATION

Amount: \$368,526.18

Account # 323.6100.0043.541000

PO # _____

Date 2/27/25

Approval:

Clay Murphey
Clay Murphey, Contract Oversight

2/27/25
Date

Julie Moore
Julie Moore, Budget Department

2-27-25
Date

★ ★ **GREAT** **SOUTHERN** R E C R E A T I O N

ORGANIZATION:	Macon-Dibb Parks and Recreation
CONTACT:	Robert Walker
ADDRESS:	2465 2nd St, Macon, GA 31206
PHONE:	478-751-9290

PROJECT TITLE:	Memorial Park - Combo
REVISION:	A
OPTION:	1

Official Quote from Great Southern Recreation

PURCHASED AS PER OMNIA PARTNERS PLAYCRAFT NATIONAL CONTRACT: TH-R220203-313906

TERRITORY MANAGER	DATE	TERRITORY	COUNTY	TERMS	COLORS
Matt Boyce	8/4/2024	Carolina Midlands	Dibb	Net 30	Confirmed

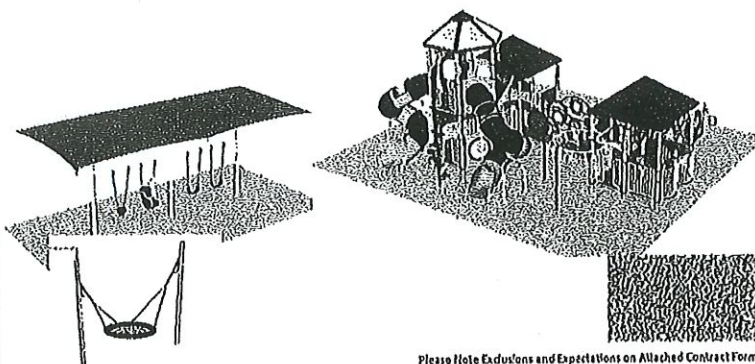
PART NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
R50C33F8A	1	R5 Custom Play Structure	\$ 125,094.00	\$ 125,094.00
RSW3516G	1	Swingset - 2 Bay - 2 Belt, 1 Toddler, 1 Inclusive Seat with Shade	\$ 17,807.00	\$ 17,807.00
95.190.578	1	Palmello Saucer	\$ 5,445.00	\$ 5,445.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

SUBTOTAL FOR EQUIPMENT \$ 148,346.00

Certified Southern-built TM Installation \$ 67,325.53

SAFETY SURFACE	5000	PIP	\$ 22.30	\$ 111,500.00
		Color: 50% Belge, 30% Eggshell, 20% Pearl - Allphatic		
SUBSTRATE	4355	3" Crushed Stone Aggregate	\$ 3.55	\$ 15,460.25
BORDER	275	6"x6" Concrete Border w/ weep holes on low end	\$ 35.00	\$ 9,625.00
ACCESSIBILITY	1	ADA Half Ramp - Concrete	\$ 1,850.00	\$ 1,850.00
SITEWORK	1	Removal of existing equipment and surfacing materials	\$ 10,000.00	\$ 10,000.00
SAFETY		Certified Audit of Facility and Safety Surface		\$ -

DISCOUNT	10%	DISCOUNT	\$ (14,834.60)
		SUBTOTAL	\$ 349,272.18



Please Note Exclusions and Expectations on Attached Contract Form

TAX RATE	8.00%
SALES TAX	11,867.68
BONDS	
EQUIPMENT FREIGHT	14,254.00
SURFACE FREIGHT	5,000.00
TOTAL	\$ 380,393.86

Company Mission: Every day our crew battles the loneliness epidemic. We help fight back by building beautiful outdoor spaces offer real connection to families and communities.



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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GREAT SOUTHERN RECREATION, IN THE AMOUNT OF \$148,792.30, FOR THE PURCHASE AND INSTALLATION OF PLAYCRAFT PLAYGROUND EQUIPMENT AT EASTVIEW PARK, TO BE PAID FROM ECD-CDBG GRANT FUND – ECONOMIC & COMMUNITY DEVELOPMENT – HOUSING REHAB – HOUSING PROJECTS – FACILITIES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County desires to purchase new playground equipment to be installed at Eastview Park; and

WHEREAS, Great Southern Recreation has the capacity and resources to provide the County with the Playcraft playground equipment and installation services required for Eastview Park, for a cost of \$148,792.30; and

WHEREAS, Great Southern Recreation is an authorized reseller of Playcraft Systems playground equipment; and

WHEREAS, Playcraft Systems has an active contract with OMNIA Partners - Public Sector Cooperative for the required equipment; and

WHEREAS, Macon-Bibb County Code of Ordinances §19-8 provides authority for the County “to join with other units of government in cooperative purchasing plans when the best interests of Macon-Bibb County would be served thereby;” and

WHEREAS, because of the OMNIA Partner Public Sector Cooperative Contract, purchasing from Great Southern Recreation will provide Macon-Bibb County with discounted pricing and reduced processing time on the desired pavilion equipment; and

WHEREAS, Procurement recommends this vendor and concurs with this contract award; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same, that the Mayor is authorized to execute an agreement with Great Southern Recreation in the amount of ONE HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED NINETY-TWO DOLLARS AND 30/100 CENTS (\$148,792.30) for the purchase and installation of Playcraft playground equipment at Eastview Park, as provided in Exhibit A, attached hereto and incorporated herein by reference, to be paid from the ECD-CDBG Grant – Economic & Community Development – Housing Rehab – Housing Projects - Facilities line item.

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

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the 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

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Great Southern Recreation for Eastview Park
Playground \$148,792.30 3-11-25.docx*

GREAT SOUTHERN RECREATION

Vendor # 13004

ORGANIZATION:	Macon-Bibb County Parks and Recreation
CONTACT:	Robert Walker
ADDRESS:	1103 Eastview Ave. Macon, GA 31217
PHONE:	478-808-0192

PROJECT TITLE:	Eastview Park - PG
REVISION:	A
OPTION:	1

Official Quote from Great Southern Recreation

PURCHASED AS PER OMNIA PARTNERS PLAYCRAFT NATIONAL CONTRACT: TN-R220203-313906

TERRITORY MANAGER	DATE	TERRITORY	COUNTY	TERMS	COLORS
Matt Boyce	10/14/2024	Carolina Midland	Bibb	Net 30	Red Black Gold

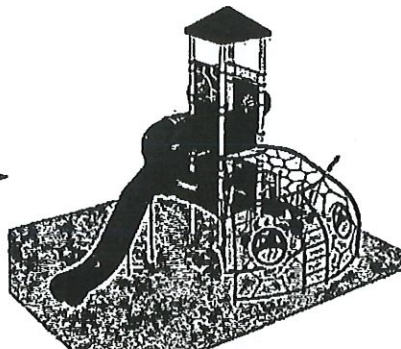
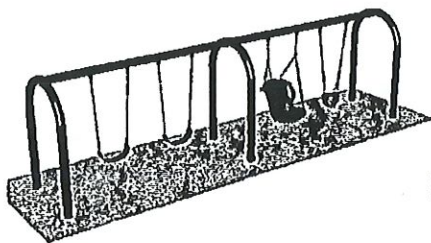
PART NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
R50A03E8A	1	Custom R5 Play Structure	\$ 55,682.00	\$ 55,682.00
FREPC2120	1	Arch Swings	\$ 8,425.00	\$ 8,425.00
A3-4250-S6	0	Picnic Table - 6ft	\$ 1,986.00	\$ -
A3-4218-4217	0	Trash Receptacle - PlayTuff Lid	\$ 912.00	\$ -

SUBTOTAL FOR EQUIPMENT \$ 64,107.00

Certified Southern-built TM Installation \$ 33,257.44

SAFETY SURFACE	2500	Engineered Wood Fiber Safety Surface	\$ 1.55	\$ 3,875.00
Install into existing surface				
BORDER	200	12" Interlocking Playground Borders	\$ 11.50	\$ 2,300.00
ACCESSIBILITY	1	6" Interlocking Accessibility Ramp	\$ 650.00	\$ 650.00
SAFETY MATS	4	40" x 40" Black Rubber Swing Mats	\$ 250.00	\$ 1,000.00
Pavilion	1	12' x 20' Pavilion Structure	\$ 15,500.00	\$ 15,500.00
INSTALL	1	Pavilion Install	\$ 12,500.00	\$ 12,500.00
Concrete	300	Brushed Concrete Slab - Pavilion	\$ 20.00	\$ 6,000.00
				\$ -

OMNIA DISCOUNT	10%	DISCOUNT	\$ (6,410.70)
		SUBTOTAL	\$ 132,778.74



TAX RATE	8.00%
SALES TAX	5,128.56

BONDS	
EQUIPMENT FREIGHT	9,985.00
SURFACE FREIGHT	900.00

TOTAL \$ 148,792.30

Please Note Exclusions and Expectations on Attached Contract Form

Company Mission: Every day our country battles the loneliness epidemic. We help fight back by building beautiful outdoor spaces that offer real connection to families and communities.

251, 7500, 7004, 523010, 001



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOSEPH HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH ATLANTA PAVING & CONCRETE CONSTRUCTION, INC., FOR ASPHALT PAVING & RESURFACING SERVICES, IN THE AMOUNT OF \$1,272,125.90, TO BE PAID FROM LMIG/GDOT GRANT FUNDS AND 2018 SPLOST FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission is committed to providing safe and accessible roadways throughout Macon-Bibb County; and

WHEREAS, Invitation for Bids (“IFB”) No. 25-030-LH was published on January 31, 2025, soliciting bids for the repair and resurfacing of various sections of the roadways; and

WHEREAS, IFB No. 25-030-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where two hundred twenty-three (223) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, seven (7) self-identified as African American-owned, three (3) self-identified as Hispanic/Latino-owned, and one (1) self-identified as Native American owned; and

WHEREAS, on the published due date of February 27, 2025, three (3) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

WHEREAS, after the bid review, Atlanta Paving & Concrete Construction, Inc., a Georgia corporation, whose total bid was the lowest responsive and responsible submission, was recommended for award by the user department; 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 resolved by the authority of the same, that the Mayor is authorized to execute an Independent Contractor Agreement with Atlanta Paving & Concrete Construction, Inc., in the amount of ONE MILLION, TWO HUNDRED SEVENTY-TWO THOUSAND, ONE HUNDRED TWENTY-FIVE DOLLARS AND NINETY CENTS (\$1,272,125.90) for deep patch asphalt resurfacing services to be paid from LMIG/GDOT grant funds and SPLOST Funds, with such Independent Contractor Agreement in a substantially similar form as the attached Exhibit “A”, incorporated herein by reference.

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

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

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

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 Commission

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement with Atlanta Paving for LMIG - \$1,272,125.90 - LMIG
SPLOST - 3-11-25.docx*

EXHIBIT A

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
MACON-BIBB COUNTY AND
ATLANTA PAVING & CONCRETE CONSTRUCTION, INC.

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into by and between Macon-Bibb County (“County”), a political subdivision of the State of Georgia, and Atlanta Paving & Concrete Construction, Inc., (“Contractor”) a domestic for-profit corporation with a principal place of business 2775 Mechanicsville Road, Peachtree Corners, GA 30071, collectively referred to hereinafter as the “Parties.”

In consideration of the mutual promising and covenants herein contained, the Parties agree as follows:

1. Scope of Services.

Contractor shall commence, diligently pursue, and complete the deep patch and resurfacing services as set forth in this Agreement, and as more specifically detailed in Exhibit “A” – Invitation For Bids # 2025-030-LH – Deep Patch with Asphalt Resurfacing, attached hereto and incorporated by reference. In general terms, this project shall include, without limitation, milling, patching, and resurfacing of the streets identified in Exhibit A. Contractor shall coordinate all work with the County Engineer. Contractor shall, and shall require its subcontractors to, comply with GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411. Prior to commencing work, Contractor shall coordinate actions with the Macon Water Authority to ensure adequate marking and identification of utilities.

Any work performed outside of the scope of this Agreement must be approved in writing prior to the performance of such work. All works shall include a one-year warranty from the date of completion covering materials and labor. All equipment, personnel, and materials required for the proper performance of services shall be furnished by and shall remain under the control of Contractor. Contractor shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.

2. Term.

This Agreement shall become effective on the date it is executed by the last Party to do so and shall continue in full force and effect until the completion of Contractor’s duties hereunder, not to exceed one-year from the effective date, unless otherwise amended in writing. This Agreement shall automatically terminate on June 30 of each year and automatically renew on the subsequent July 1, for the life of this Agreement. This Agreement may only be extended by mutual written consent.

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in

accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

- a. Schedule of Work. Contractor shall commence work within ten (10) calendar days following the receipt of the Notice to Proceed and shall execute all work diligently and shall complete all work requirements within one hundred fifty (150) calendar days (the "Completion Date") following the receipt of all necessary railroad permissions. This schedule also contemplates all clean up, demobilization, and other work necessary to return the project area to its final state.
- b. Contractor shall file Notice of Commencement with the Bibb County Superior Court Clerk within fifteen (15) days of physically commencing work as stated in O.C.G.A. § 36-91-92, and provide a stamped, filed copy of said notice to:

Macon-Bibb County Attorney's Office
P.O. Box 247
Macon, Georgia 31202-0247

- c. Extension of Time. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the County, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.
 - d. Liquidated Damages. Liquidated damages in the amount of \$75.00 may be charged to the Contractor for each day that the project is delayed beyond the Completion Date of the contract, as determined in the sole discretion of the County. These charges are to defray the cost of inspection by Macon-Bibb employees assigned to the project.
3. Compensation.
County accepts Contractor's bid price as shown in Exhibit B – Contractor's Submitted Bid Schedule, attached hereto and incorporated by reference. Contractor shall receive ONE MILLION, TWO HUNDRED SEVENTY-TWO THOUSAND, ONE HUNDRED TWENTY_FIVE DOLLARS AND NINETY CENTS (\$1,272,125.90) ("Contract Price") as full compensation for the services provided under this Agreement. Payment of amounts due shall be made within thirty (30) days of receipt of invoice from Contractor. A ten (10%) percent retainage will be withheld from each payment until final completion of the Project and acceptance of the work by County. County shall only pay for items used and actual work performed. No unauthorized work or material changes from the scope of this Agreement shall be compensated under a written change order has been approved by the County.

County shall not pay any interest penalties, or other amount claimed beyond the amount approved by the Macon-Bibb County Commission or Mayor, pursuant to the provisions of the Macon-Bibb County Code. County is tax exempt and cannot agree to pay any State or Federal taxes.

Prior to the issuance of final payment, Contractor shall certify in a form satisfactory to County that any and all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection with this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

4. Method of Performing Services.

All work to be performed under this Agreement shall comply with all applicable State, Federal and local laws, rules, regulations, or ordinances, including all applicable provisions of the International Building Code. Contractor shall also arrange for all required and necessary inspections required by authorities having jurisdiction over the project and submit certificates of approval to the County.

- a. Layout of Work. Contractor shall verify all existing conditions and contiguous work to form a designated worksite, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.
- b. Work Area. Contractor shall confine operations to as small an area as possible, using only the areas designated for on-site storage. Contractor shall use best efforts to not disrupt the business of the County during the performance of the Work. Contractor shall take all reasonable precautions protect all surrounding and adjoining spaces. Contractor shall not damage, endanger, compromise or destroy any part of the overall project or the Site, including without limitation, work by others on the Site, monuments, stakes, benchmarks and other survey points, utility services, and existing features or structures. In case of violation by Contractor, it shall be exclusively responsible for all costs associated with any repairs required to bring the condition back to the original state prior to the damage. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring to the satisfaction of the County. In case of failure on part of Contractor to restore property and repair damages or injury, County may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due to Contractor under this Agreement.
- c. Working Hours. Contractor shall be performed during regular working hours, Monday-Friday 8:30 a.m. – 5:00 p.m. Eastern Standard Time, excluding Federal, State and Local holidays.

- d. Vandalism. The Contractor shall take all reasonable precautions not to leave equipment and materials where they can be reached and be stolen, destroyed, or defaces, or used for defacing new or existing work at any time.
- e. Material Disposal. Contractor shall not allow trash/refuse, packaging, excess, salvage, or removed material (“disposal material”) to accumulate and shall be responsible for removing same from the premises. Burning of disposal material on site shall be strictly prohibited. All costs of removing disposal material shall be the responsibility of Contractor. Contractor shall be responsible for the place and method of proper disposal. Contractor shall be solely responsible and solely liable for ensuring any and all such disposal material is disposed of in a manner compliant with State, Federal, and local requirements and guidelines.

5. Inspection.

The County Engineer or other inspectors may be appointed by the County to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation and manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the inspector.

It is mutually agreed between the Parties, to prevent disputes and misunderstandings between them in relation to the scope of services, as detailed in these specifications, the County shall serve as the referee and final decision maker with regards to all matters related to design, specifications, and project terms of this Agreement.

County and inspectors shall have free access to all parts of the work site and to all material intended for use in the project. Work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is performed will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform this Agreement according to its terms.

6. Surety.

Contractor shall purchase a payment bond in the amount of 100% of the contract amount, and a performance bond in the amount of 110% of the contract amount. Each bond shall: be in a form approved by Owner; incorporate by reference the terms of this Contract; be executed by a company certified by the Secretary of the United States Department of Treasury pursuant to the Act of Sept. 13, 1982 (61 Stat. 877, 1046-49, as amended; 31

U.S.C. 9301, et seq.); be executed by a company licensed and authorized to do business in the state of Georgia; and be accompanied by a power of attorney certifying that the persons executing the bond have the authority to do so. Contractor shall deliver bonds and powers of attorney to Owner prior to commencement of the work. The bonding company that issues the bonds must be registered with The Surety Association of America (SAA).

7. Relationship of Parties.

The Parties agree and acknowledge that Contractor is an independent contractor of County. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent of or joint venturer with Contractor for any purpose. Contractor shall have no claim against County for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor will be solely responsible for withholding, accruing, and paying all income, social security, and other taxes and amounts required by law for Contractor and staff. Contractor shall also be responsible for all statutory insurance and other benefits required by law for Contractor and any staff. Contractor shall provide County with a completed W-9 form.

8. Contractor Representations, & Warranties.

Contractor has all the necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or question this Agreement or the provision of services by Contractor is pending or threatened. Agreement does not violate the terms of any agreement between Contractor and any third party.

- a. Professional Standards. Contractor represents and warrants that Contractor, and all employees and subcontractors thereof, have the necessary licenses, skill, and expertise to perform the work under this Agreement. The services performed will be performed in a professional and workmanlike manner in accordance with the standards imposed by applicable law and the practices and professional standards used in well managed operations performing services like the services being provided. All labor and workmanship shall be guaranteed for a minimum of one (1) year from the date of completion.

- b. Conformity. The development, creation, delivery, provision, implementation, maintenance, and support of all services shall conform in all material respects to the description of services in this Agreement, including all exhibits attached hereto.
 - c. Materials Testing. For all materials testing required by law or as may otherwise requested for testing by County. Contractor shall use a quality management program to insure quality construction. Unless otherwise specified in this Contract, Owner shall select the quality control and testing agencies and pay for the cost of specified measures and tests required by the Contract Documents. Contractor shall arrange for tests and inspections, without any interference with the progress of work. No claims for extension of time or extra costs will be allowed on account of any testing, retesting, inspection, re-inspection, or rejection of work.
9. Owner's Right to Stop Project.
If Contractor fails to perform or fails to correct defective work, or persistently fails to carry out the work per the Contract, Owner may order Contractor to stop the work or any portion thereof until the cause for the order has been eliminated to the reasonable satisfaction of Owner. Contractor shall not get an adjustment in Contract time or Contract Amount under this clause. If Owner issues an order to stop work, and Contractor fails within seven (7) days to provide adequate assurance to Owner that the cause of such order will be eliminated or corrected, then Owner may carry out the work with its own forces, or with the forces of another Contractor, and Contractor shall be responsible for the cost of such.
10. Prohibition Against Contingent Fees.
Contractor by execution of this Contract warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.
11. Subcontracting & Assignment
Independent Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. The County consents to the subcontracting of those portions of this Agreement identified by Independent Contractor in Exhibit A. No Agency relationship is created by this Agreement and Contractor has no power to bind County without County's prior written consent.
12. Conflicts of Interest
Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of the

Agreement. County shall make a written determination as to whether a conflict of interest exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest shall result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation for services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

13. Discrimination and ADA Compliance

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

14. Prohibition Against Employing Undocumented Workers.

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

15. Drug Free Workplace

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

16. Termination.

This Agreement may be terminated pursuant to the following provisions:

- a. Termination for Convenience. Either party may terminate this Agreement with fifteen (15) days written notice to the other Party. Upon termination, Contractor shall return all property of the County to the County. The County shall pay Contractor all earned fees up to the date of termination. Upon receipt of written notice of termination, Contractor shall cease work on the project.
- b. Termination for Default. The County may, by written notice of default to Contractor, terminate the whole or any part of this Agreement should Contractor fail to perform this Agreement within the time specified herein or any extension thereof; fail to perform any of the other provisions of this Agreement; or fail to make progress so as to endanger performance of this Agreement in accordance with its terms, and such failure is not cured within a period of ten (10) days or longer (as the County may authorize in writing) after receipt of notice from the County specifying such failure.

In the event the County terminates this Agreement in whole or in part for default, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and Contractor shall be liable to the County for any excess costs.

17. Notices.

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile or electronic mail, with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:
Macon-Bibb County
Attn: County Engineer
700 Poplar Street
Macon, GA 31202-0247

For Contractor:
Atlanta Paving & Concrete Construction, Inc.
Attn: Ernest T. Lopez, III
2775 Mechanicsville Road,
Peachtree Corners, GA 30071

With a Copy to:
Macon-Bibb County
Attn: County Attorney
P.O. Box 247
Macon, GA 31201

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

18. Indemnification.

Contractor and subcontractors shall indemnify and hold County, its officers, and employees harmless from damages, liabilities, costs or expenses, including reasonable attorney's fees and defense costs that arise from any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Contractor. Contractor's obligation to indemnify any Releasees shall survive the expiration of this Agreement by either Party for any reason. County is a political subdivision of the State of Georgia and is by that nature prohibited from indemnifying any private entity.

19. Insurance Requirements.

Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia and shall be obtained prior to commencement of work. Insurance shall remain in force throughout the period of the contract with policy terms and limits as specified in Exhibit A All deductibles shall be paid by Contractor.

All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each Insured against whom any claim is made, or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of Insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

Contractor agrees to purchase and have the authorized agent state on the insurance certificate that Contractor has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.GA §50-21-37.

- a. Commercial General Liability Insurance Policy ("CGL"). Contractor agrees to procure and maintain Comprehensive General Liability ("CGL") covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insureds. This policy must be on an

occurrence basis and must have separate aggregate limits per project. A company authorized to conduct business in the State of Georgia must issue this policy. Coverage must include water damage. Excess liability coverage may be used in combination with the base policy to obtain the limits noted below. The policy must have the following minimum limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

General Liability insurance shall include, without limitation, coverage for premises/operations; products and completed operations; broad form contractual; independent contractor and subcontractor; and underground explosion/collapse.

- b. Business Automobile Liability Insurance Policy ("BAL"). Contractor agrees to procure and maintain Business Automobile Liability ("CGL") covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insureds. Policy must have minimum \$1,000,000.00 combined single limit for bodily injury and/or property damage. A company authorized to conduct business in the State of Georgia must issue this policy. Coverage must include owned automobiles, hired automobiles, and non-owned automobiles operated by Contractor, or any employee, licensee, independent contractor, or subcontractor thereof. Excess liability coverage may be used in combination with the base policy to obtain the limits noted above.
- c. Workers' Compensation Insurance. Independent Contractor agrees to procure workers' compensation coverage in accordance with the statutory limits established by Georgia law. Contractor shall require all Trade Contractors/Subcontractors performing work under this Agreement to obtain an insurance certificate showing proof of Worker's Compensation Insurance and shall submit the certificate on the Contractor's letterhead.
- d. Evidence of Insurance. Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "B+" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

- e. County's Obligations. The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

20. Force Majeure.

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances. This provision shall not apply to any loss or damages arising from delays arising from the Covid-19 virus or any Covid-19 virus subvariant.

21. Compliance with Laws.

Contractor will perform all services in compliance with all applicable local, state, and Federal laws. Specifically, but without limitation, Contractor shall comply with all applicable regulations of the International Building Code, Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) and Georgia Environmental Protections Division (EPD). Contractor will be responsible for, and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, inspections, approvals, and permits required of Contractor in performing services and complying with this Agreement.

22. Venue & Choice of Laws.

Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County Superior Court or the Federal District Court in the Middle District of Georgia (Macon Division.) County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

23. Publicity.

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

24. Ownership of Documents.

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

25. Georgia Open Records Requirements.

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

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

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

Any information Contractor in good faith believes falls within the exception to the Georgia Open Records Act afforded to "Trade Secrets" must be accompanied by the affidavit required by said Act. It shall be solely Contractor's duty to ensure any "Trade Secrets" are appropriately

26. Waiver.

Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred.

27. Severability.

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

28. Title, Captions, & Headings.

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

29. No Drafting Presumption.

No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

30. Survival.

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in

order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

31. Previous Agreements.

Any services authorized by County under previous "quote(s)" for services, and any related contract documents, shall be governed by and subject to this Agreement.

32. Counterparts.

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

33. Entire Agreement.

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

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused their respective seals to be affixed hereto to be effective as of the date executed by both Parties.

Macon-Bibb County:

By: _____
Lester Miller, Mayor Date _____

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

(SEAL)

Atlanta Paving & Concrete Construction, Inc.:

By: _____

(Name/Title) Date _____

Attest: _____

(Name & Title) Date _____

(SEAL)

Q:\Atty\AEB\Contracts\FY 2025 Contracts\McLeRoy Inc. - Deep Patch & Paving - \$1782616.10 - 12-13-24.docx

EXHIBIT A



Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

DEEP PATCH WITH ASPHALT RESURFACING PROJECTS

745-02
745-21
745-65
755-35
755-30

BID NUMBER: 25-030-LH

ISSUED: 1/31/2025

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, FEBRUARY 27, 2025

**Macon-Bibb County Procurement Department
700 Poplar Street
Suite 308
Government Center
Macon, Georgia 31201**

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FORMS PROVIDED:

BID FORM

BIDDER QUALIFICATION FORM

FINANCIAL & LEGAL STABILITY STATEMENT

LIST OF SUB-CONTRACTORS

BIDDER MINORITY PARTICIPATION GOAL

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-VERIFY) AFFIDAVIT

ATTACHMENTS:

A – REQUIRED SUBMITTAL DOCUMENTS W/ BID SCHEDULE & BID PRICE FORM

B – QUANTITY WORKSHEET

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Deep Patch with Asphalt Resurfacing Projects

I. GENERAL

A. Invitation

1. Notice is hereby given that the Macon-Bibb County Board of Commissioners will receive sealed bids (**1 original and Flash Drive**) in the Procurement Department, Suite 308, Macon-Bibb Government Center, 700 Poplar Street, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on **Thursday, February 27, 2025**, for **Deep Patch with Asphalt Resurfacing Projects** for the Macon-Bibb County Engineering Department, Macon, Bibb County, Georgia.
2. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
3. Bids will be publicly opened in the Macon-Bibb County Procurement Department Conference Room on **Thursday, February 27, 2025, at 2:00 pm.**
4. Minority, Women Owned, and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Charise Stephens, Director of Small Business Affairs at (478) 300-2297 or Cstephens2@maconbibb.us.

B. Bid Documents

1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 308, Government Center, 700 Poplar Street, Macon, Georgia 31201, by calling (478) 803-0550, or may be viewed and downloaded from one of the links included below:
Georgia Procurement Registry website
http://ssl.doas.state.ga.us/PRSapp/PR_custom_index.jsp?agency=61100
Macon-Bibb County Procurement Page www.maconbibb.us/purchasing

C. Pre-Bid

A Pre-bid conference is scheduled for 10:00 o'clock a.m., Wednesday, February 12, 2025, in the Procurement Conference Room, Suite 308, 700 Poplar Street, Macon, GA 31201. This pre-bid is mandatory; the contractor must be present in order to submit a response. **Deadline for submission of questions is Friday, February 14, 2025, at 3:00 p.m. standard eastern time. Questions must be submitted via email to Lhardwick@maconbibb.us**

D. Bid Bond

1. Bids, in order to be considered, shall be accompanied by a bid bond, payable to the Owner, in amount not less than five percent (5%) of the total base bid.
 - a) This bid security shall become payable to the Owner only if the bidder, to whom the award is made, should fail to execute a contract with the Owner and furnish bond and insurance in accordance with terms of the contract within ten (10) days after notification of the award.

E. Sealed Bids

1. Envelopes shall be identified on the outside as
“Bid 25-030-LH – “Deep Patch with Asphalt Resurfacing Projects”
And delivered by hand or mailed to:
Macon-Bibb County Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31201

F. Validity

1. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening. Local Preference

G. Local Preference

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

H. Contract Award

1. The contract, if awarded, will be based on Total Bid Price.
2. Guidelines in the award of this contract will be Section 36-10-2.2, Official Code of Georgia Annotated.
3. Upon award of the Contract, a pre-construction meeting will be held to discuss the project and to establish a schedule of work.

I. Surety

1. Whereas the anticipated contracted price exceeds \$5,000, the bidder to whom the award is made shall submit a Payment Bond and a Performance Bond, both in amount of one hundred percent (100%) of the contract price.

a) Bonding company/Surety shall be:

- (1) Rated B+ or better in current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ.
- (2) Licensed to do business in the State of Georgia.

J. Payment Conditions

1. The County Inspector will collect material tickets, measure and inspect work completed to date on said job and report to the Project Manager for payment.
2. A 10% retainage will be withheld from each payment until final payment is made. The Owner will only pay for items used and actual work performed.
3. Change orders are issued for any variance from contract or plan sheets.
4. Any unauthorized work or material change will not be paid for unless a change order has been issued.

K. Excise Taxes

1. Any material that is to be incorporated into the work of this project may be consigned to Macon-Bibb County in the care of the contractor. If the shipping papers show clearly that any such materials are so consigned, the shipment shall be exempt from the tax on transportation of property under the provisions of Section 3478(b) of the Internal Revenue Code, as amended by Public Law 180-78th Congress.
2. The Contractor shall pay all transportation charges.
3. Each bidder shall take this exemption into account in calculating his bid.

L. Insurance

1. Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia.
2. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract.
3. Macon-Bibb County shall be named as additional insured on the policy.
4. Coverage shall include water damage.
5. Contractor is responsible for any and all deductibles.
6. Required coverage:
 - a) Worker's Compensation: Statutory
 - b) General Liability:
 - (1) \$1,000,000.00 combined single limit for B.I., P.D.
 - (2) Maximum deductible: \$5,000.00
 - (3) To include:
 - (a) Premises – Operations
 - (b) Products & Completed Operations
 - (c) Broad form Contractual
 - (d) Independent Contractor and Subcontractor
 - (e) Underground explosion and collapse
 - c) Automobile Liability:
 - (1) \$1,000,000.00 combined single limit for B.I. and P.D.
 - (2) Maximum deductible: \$5,000.00
 - (3) To include:
 - (a) Owned Automobiles
 - (b) Hired Automobiles
 - (c) Non-Owned Automobiles

II. INSTRUCTIONS TO BIDDERS

A. Definitions

1. Wherever the term “Owner”, “County”, or “Macon-Bibb County” occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.
2. Wherever the term “Engineer” occurs in these specifications, it shall mean the engineer of the Owner, the County Engineer, or his representative.
3. Wherever the term “work” occurs in these specifications, it shall mean the work as defined herein, including, all labor, materials, equipment, transportation, and supervision necessary to complete the contract.
4. Wherever the term “D.O.T.” occurs in these specifications, it shall mean the Georgia Department of Transportation.

B. Related Documents

1. Quantity Worksheet (Attachment “B”)
2. Bid Form
3. Bidder’s Qualification Form
4. Financial & Legal Stability Statement
5. Bidder MBE Plan Form
6. List of Sub-contractors
7. Bond Forms
8. E-Verify Affidavit
9. Title VI non-discrimination Notice

C. Bidder’s Representation

1. Each bidder, by making his bid, represents that he has:
 - a) Read and understand the bidding documents; and,
 - b) Visited the site and became familiar with the local conditions under which the work is to be performed.
 - (1) Bidders should examine the areas wherein work of this project is to be carried out and shall take into consideration all conditions that might affect his work.
 - (a) Failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein.
 - (b) No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

D. Document Discrepancies

1. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.
2. Requests for Interpretations of Drawings and Specifications shall be made in writing to the Macon-Bibb County Procurement Department no later than **Friday, February 14, 2025**, by 3:00 p.m. Must submit request by email only to Lhardwick@maconbibb.us
3. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.
4. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids.
 - a) Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.
 - b) Addenda will become part of the Contract Documents when the Construction Contract is executed.

E. Submittals

1. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed documents.
 - a) Bid Form
 - b) Bidder's Qualification Form
 - c) Financial & Legal Stability Statement
 - d) List of Sub-Contractors
 - e) Minority Participation Goal
 - f) Bid Bond in amount of 5% of the total base bid
 - g) E-Verify Affidavit
 - h) Disbarment Form

F. Reservations

1. The bidder acknowledges that Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior County experience. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular. Hence the County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another.

G. Surety and Insurance Companies

1. The Contract provides that the surety and insurance companies must be acceptable to the Owner. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

III. SPECIAL CONDITIONS

A. General

1. All work to be performed as part of this specification shall comply with all codes, ordinances and regulations applicable to the contract, including, but not limited to:
 - a) International Building Code
 - b) State and Local Building Code
 - c) Georgia Department of Transportation (D.O.T.)
 - d) Occupational Safety and Health Administration (OSHA)
 - e) Other Federal, State, or Local Codes

B. Permits and Licenses

1. Contractor shall obtain all permits and licenses, paying all fees as required, for execution of the Contract. In addition, the Contractor shall arrange for necessary inspections required by the City, County, State and other authorities having jurisdiction, and submit certificates of approval to the Owner or his designated representative.

C. Layout of Work

1. The Contractor shall verify all existing conditions and contiguous work and lay out his work there from, providing for himself all other necessary measurements, lines and levels, and shall assume the responsibility for the correctness of the layout of the work.

D. Work Area

1. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.
2. The Contractor shall protect all surrounding adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways and fences along or adjacent to the work. Should damage occur, the Contractor shall restore, at his expense, any such property damage or injuries by his operations to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by, and to the satisfaction of the Owner.
3. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due or which may become due the contractor under this contract.

E. Underground Utilities

1. The Contractor shall verify all underground utilities and their locations prior to commencing any work under this contract. Damage to underground utilities, and costs to repair same, shall be the responsibility of the Contractor.

F. Traffic Control

1. It shall be the responsibility of the Contractor to maintain traffic by utilizing adequate construction signs and flagmen at all times.
2. The Contractor shall furnish, install, maintain and eventually remove all traffic control devices necessary to properly protect and divert traffic. Such barricades and detour signs shall be illuminated at night.
3. All costs associated with traffic control shall be the responsibility of the Contractor.
4. The Contractor shall assume all responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

G. Erosion Control

1. The Contractor shall control all erosion by incorporating temporary grassing, mulch, baled straw, or silt fencing wherever required.

H. Vandalism

1. The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

I. Material Disposal

1. The Contractor shall allow no trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises.
 - a) Such items shall be disposed of off the premises.
 - b) Burning material on the site will not be permitted.
 - c) All costs of removing trash shall be the responsibility of the Contractor.
 - d) Place and method of disposal shall be the responsibility of the Contractor.

J. Extension of Time

1. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the Owner, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.

K. Liquidated Damages

1. Liquidated damages in the amount of \$75 shall be charged to the contractor for each day that the project is delayed beyond the completion date of the contract. These charges are to defray the cost of inspection by Macon-Bibb employees assigned to the project.

L. Inspection

1. The Engineer may appoint inspectors to inspect all materials used and all work performed. Such an inspection may extend to all or any part of the work and to the preparation of manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have the authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the Engineer.
2. It is mutually agreed between the parties to the contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in these specifications, or their performance by either of said parties, the Engineer shall serve as the referee to decide all matters of construction of the specifications and of the terms of the contract, and as to all matters arising or growing out of said contract and his decision shall be final and binding upon both parties.
3. The Engineer and his inspectors shall have free access to all parts of the work, and to all material intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is done will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform the contract according to its terms.

IV. EXECUTION

A. General

1. It is the intent of this specification to provide for the **Deep Patch with Asphalt Resurfacing Projects**, for the Macon-Bibb County Engineering Department, Macon, Georgia.

B. Specifications

1. The Contractor shall provide all services as outlined in this solicitation, See Attachment "B" for Quantity Worksheet, attached hereto and incorporated herein

C. Schedule

1. The contractor shall commence work including applying for all needed railroad permits within 10 calendar days following issuance of notice to proceed, shall execute the work diligently, and shall complete all work requirements within 150 calendar days following the receipt of all necessary railroad permits. This time shall include all clean up, demobilization, and other necessary work to return the project area to its final state.

V. WARRANTY

- A. The Contractor shall guarantee all labor and workmanship for minimum of one (1) year(s) from date of completion.

VI CONFIDENTIALITY AND OPEN RECORDS

In order to ensure compliance with Georgia's Open Records Act, the following language must be included in all Macon-Bibb County contracts and will be a required term for any contract entered into as a result of this solicitation.

The Parties acknowledge that both Vendor and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, 905 S.E.2d 657 (Ga. 2024). As a result, Vendor acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Vendor as to any records or data in the County's possession.

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

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

VII. SUBCONTRACTOR REPORTING REQUIREMENTS

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

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

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

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

BID FORM

Macon-Bibb County Board of Commissioners
Laura Hardwick, Procurement Director
Macon-Bibb County, Procurement Dept.
700 Poplar Street, Suite 308
Macon, Georgia 31201

DATE: _____

Re: **Deep Patch with Asphalt Resurfacing Projects**
Macon-Bibb County Engineering Department
Bibb County, Georgia

1. We have examined the Specifications, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.
2. ADDENDUM RECEIPT:
 - a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.
 - b. Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____
3. We agree to commence actual physical work on site, with an adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.
4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of the bids and shall remain open for acceptance for a period of sixty (60) days following such a time.
5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.
6. Enclosed herewith is a Bid Bond in the amount of five percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.
7. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and affect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.

8. We hereby certify that we have not, nor have any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.
9. We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

2023 LMIG – BID TWO ROADS LIST

Road Name	From-To	Length (Miles)
Summerwind Drive	Silver Springs Drive – Springdale Woods Drive	0.09
Summerwind Drive	Fawn Lake Court – Oak Tree Drive	0.06
Bass Road	St. Croix Drive – Yeomans Drive (527 Ft. North)	0.10
Sherwood Drive	Canton Street – Dove Street	0.06
Sherwood Drive	College Street – College Drive	0.06
Azalea Drive	ClubTrace – Greenfields Road	0.03
Dorchester Court	Kimmeridge Drive – Dorchester Court	0.08
Drury Drive	Robert Place – Roycrest Drive	0.09
Jordan Drive	Northlake Drive – Jordan Drive Cul-De-Sac	0.07
Dixon Road	Dixon Road – Fulton Mill Road	0.07
Camellia Street	Pansy Avenue – Poppy Avenue	0.05
Blossom Avenue	Mercer University Drive – Daffodil Street	0.05
Harris Street	Pio Nono Avenue – Adams Avenue	0.10
Crawford Street	Pio Nono Avenue – Dent Street	0.23
Winton Avenue	Montpelier Avenue – Cherry Avenue	0.10
Dora Street	Cedar Avenue – Marigold Avenue	0.02
Anthony Circle	Anthony Terrace – Anthony Terrace	0.21
Beech Avenue	Brentwood Avenue – Winton Avenue	0.09
Villa Crest Avenue	Flamingo Drive – San Juan Avenue	0.13
Villa Crest Avenue	Houston Avenue – San Juan Avenue	0.08
Robert Henry Street	Sharl Street – Harrell Street	0.08
Heard Avenue	Houston Avenue – Sharl Street	0.09

Hanson Street	Bacon Street – Simmons Street	0.08
Moreland Avenue	San Juan Avenue – Flamingo Drive	0.13
Charleston Circle	Kingsbury Drive – Charleston Circle	0.07
Carlisle Avenue	Fairburn Avenue – Napier Avenue	0.12
Goodall Mill Road	Sardis Church Road – Houston Road	1.24
Bradstone Circle	Millerfield Road – Bradstone Circle	0.07
Bradstone Circle	Bradstone Circle – Bradstone Court	0.24
Wrenwood Drive	Woodcrest Road – Larkwood Drive	0.08
Stallings Drive	Bloomfield Road – Stallings Drive	0.07

2023 LMIG Projects for Macon-Bibb County

(Roadway Repair and Resurfacing)

Bid Schedule – BID TWO

The quantities listed are an approximate estimate of the materials required to complete the roadway repair and resurfacing projects, for the Main Streets list. The “Total Bid Price” is the bid amount which shall be used to award the 2023 LMIG – BID TWO paving contracts to the successful bidder.

Prior to beginning contract paving work on the main streets, the successful bidder shall be required to contact Mike Beard with the Macon Water Authority, at (478) 256-9382, regarding coordination with MWA on locating /marking paved over sanitary manholes. Contact Willie Sidney with the Macon Water Authority, at (478) 256-9400, to locate / mark paved over water valves.

Also, the successful bidder shall contact Monte Tolleson with the Macon Water Authority Storm Water Office, at (478) 738-6520, regarding locating / marking paved over storm manholes.

The 150-day contract period shall proceed upon the successful bidder receiving the “Notice to Proceed” from our Procurement Office.

PROJECT BID: (MILLING, PATCHING AND RESURFACING):

Main Streets – Summerwind Drive, Summerwind Drive, Bass Road, Sherwood Drive, Sherwood Drive, Azalea Drive, Dorchester Court, Drury Drive, Jordan Drive, Dixon Road, Camellia Street, Blossom Avenue, Harris Street, Crawford Street, Winton Avenue, Dora Street, Anthony Circle, Beech Avenue, Villa Crest Avenue, Villa Crest Avenue, Robert Henry Street, Heard Avenue, Hanson Street, Moreland Avenue, Charleston Circle, Carlisle Avenue, Goodall Mill Road, Bradstone Circle, Bradstone Circle, Wrenwood Drive, Stallings Drive

Quantity	Unit	Item	Unit Price	Total
3,741	TONS	Milling	_____	_____
3,277	GAL	Bituminous Tack	_____	_____
5,462	SY	Roadway Patching	_____	_____
3,741	TONS	9.5 mm Superpave Asphalt	_____	_____
240	EA	Install Furnished Sewer Manhole & Water Valve Risers, 1"	_____	_____
0	CY	GABC Stab. Subgrade	_____	_____
0	EA	Traffic Control Loops	_____	_____
1.95	MILES	Striping (Paint)	_____	_____
0	EA	Pavement Markings (Arrows, Thermoplastic)	_____	_____
389	LF	Pavement Markings (X- Walks, Themo)	_____	_____

127	LF	Pavement Markings (Stop Bars, Thermoplastic)	_____	_____
0	LF	Pavement Markings (Hatching, Thermoplastic)	_____	_____
0	EA	Bike Symbols (Thermoplastic)	_____	_____
0	EA	Railroad Symbols (Thermoplastic)	_____	_____
130	EA	Manholes (Adjust)	_____	_____
110	EA	Water Valves (Adjust)	_____	_____
0	EA	“Only” Symbol (Fifth Street) (Thermoplastic)	_____	_____
1.35	MILES	Raised Pavement Markers	_____	_____

Total Bid Price _____



Macon-Bibb County Government

Procurement Department

City Hall

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

February 14, 2025

ADDENDUM # 1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-030-LH, Deep Patch with Asphalt Resurfacing Projects

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

1. What will be the allowed work hours on this project?

Answer: Normal work hours, 8-5 or as light permits.

2. Will the contractor be required to post mount the advanced warning signs or can these signs be placed on a tripod stand?

Answer: Advance warning signs may be placed on tripod.

3. How long will a milled roadway be allowed to remain without the finished asphalt layer?

Answer: Final repaving should be completed within one day of the milling work.

4. Will the contractor be required to mill and pave into the side roads?

Answer: Mill and pave, at the side road intersection, through the side road end of the curb radius.

5. Will the contractor be required to mill and pave any driveways?

Answer: No driveway paving is included.

6. On the Bid Schedule several line items have a zero quantity. Should the contractor place an N/A for the Unit Price and Total for that line item? Please clarify.

Answer: Any zero quantity items may be answered with N/A. Please see attached revised Road List and Quantities which is labeled Attachment C.

7. Can Macon Bibb issue a spec for adjusting the manholes and water valves?

Answer: Contact the Macon Water Authority for requirements for adjustments to manholes and water valves.

8. Dora St. and Azalea Dr. both a drainage grate that will need to be adjusted after the final asphalt. Will a pay item be added for this adjustment – please advise?

Answer: No grate adjustment should be needed. Just mill out 1.25 inches, then put back 1.25 inches.

9. Will the finished asphalt need to be flushed with the lip of the curb and gutter?

Answer: Mill out the existing asphalt 1.25 inches, then put back 1.25 inches.

10. Dora St. has parking spaces on the left closest to the ball field. Will this area be milled and paved?

Answer: Mill out and repair the two through lanes, parking spaces are not included.

11. Will the mill and pave section of Bass Rd. tie into the limits of the new bridge construction on Bass Rd.?

Answer: The St. Croix Drive intersection is the south end of your Bass Road work.

12. Goodall Mill Rd. has existing thermoplastic rumble strips on it. Will these thermoplastic rumble strips be replaced – if so, a pay item is needed?

Answer: A lump sum pay item for all Goodall Mill Road rumble strips will be added to the bid quantities by addendum.

13. Will Macon Bibb consider changing the Quantity and Unit of Patching to tons?

Answer: Bid patching as shown.

14. What will be the depth of the Milling?

Answer: Mill depth is 1.25 inches.

15. It looks like the Milling will be full width curb to curb – is this correct?

Answer: Milling is from lip of curb to lip of curb.

16. What will the depth of the Patching be?

Answer: Milling for patching to a depth to remove cracking as needed, maximum four inches deep.

17. Will 19mm be used for the Patching?

Answer: All mixed places for this project is 9.5 mm asphalt.

18. It looks like the depth of the 9.5mm will be 1.25" - is this correct?

Answer: Yes.

19. What type 9.5mm will be required on this project – Type 1 or Type 2?

Answer: Type 1

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

Sincerely,

Laura Hardwick

2023 LMIG – BID TWO ROADS LIST

Road Name	From-To	Length (Miles)
Summerwind Drive	Silver Springs Drive – Springdale Woods Drive	0.09
Summerwind Drive	Fawn Lake Court – Oak Tree Drive	0.06
Bass Road	St. Croix Drive – Yeomans Drive (527 Ft. North)	0.10
Sherwood Drive	Canton Street – Dove Street	0.06
Sherwood Drive	College Street – College Drive	0.06
Azalea Drive	ClubTrace – Greenfields Road	0.03
Dorchester Court	Kimmeridge Drive – Dorchester Court	0.08
Drury Drive	Robert Place – Roycrest Drive	0.09
Jordan Drive	Northlake Drive – Jordan Drive Cul-De-Sac	0.07
Dixon Road	Dixon Road – Fulton Mill Road	0.07
Camellia Street	Pansy Avenue – Poppy Avenue	0.05
Blossom Avenue	Mercer University Drive – Daffodil Street	0.05
Harris Street	Pio Nono Avenue – Adams Avenue	0.10
Crawford Street	Pio Nono Avenue – Dent Street	0.23
Winton Avenue	Montpelier Avenue – Cherry Avenue	0.10
Dora Street	Cedar Avenue – Marigold Avenue	0.02
Anthony Circle	Anthony Terrace – Anthony Terrace	0.21
Beech Avenue	Brentwood Avenue – Winton Avenue	0.09
Villa Crest Avenue	Flamingo Drive – San Juan Avenue	0.13
Villa Crest Avenue	Houston Avenue – San Juan Avenue	0.08
Robert Henry Street	Sharl Street – Harrell Street	0.08
Heard Avenue	Houston Avenue – Sharl Street	0.09
Hanson Street	Bacon Street – Simmons Street	0.08

Moreland Avenue	San Juan Avenue – Flamingo Drive	0.13
Charleston Circle	Kingsbury Drive – Charleston Circle	0.07
Carlisle Avenue	Fairburn Avenue – Napier Avenue	0.12
Goodall Mill Road	Sardis Church Road – Houston Road	1.24
Bradstone Circle	Millerfield Road – Bradstone Circle	0.07
Bradstone Circle	Bradstone Circle – Bradstone Court	0.24
Wrenwood Drive	Woodcrest Road – Larkwood Drive	0.08
Stallings Drive	Bloomfield Road – Stallings Drive	0.07

2023 LMIG Projects for Macon-Bibb County

(Roadway Repair and Resurfacing)

Bid Schedule – BID TWO

The quantities listed are an approximate estimate of the materials required to complete the roadway repair and resurfacing projects, for the Main Streets list. The “Total Bid Price” is the bid amount which shall be used to award the 2023 LMIG – BID TWO paving contract to the successful bidder.

Prior to beginning contract paving work on the main streets, the successful bidder shall be required to contact Mike Beard with the Macon Water Authority, at (478) 256-9382, regarding coordination with MWA on locating /marking paved over sanitary manholes. Contact Willie Sidney with the Macon Water Authority, at (478) 256-9400, to locate / mark paved over water valves.

Also, the successful bidder shall contact Monte Tolleson with the Macon Water Authority Storm Water Office, at (478) 738-6520, regarding locating / marking paved over storm manholes.

The 150-day contract period shall proceed upon the successful bidder receiving the “Notice to Proceed” from our Procurement Office.

PROJECT BID: (MILLING, PATCHING AND RESURFACING):

Main Streets – Summerwind Drive, Summerwind Drive, Bass Road, Sherwood Drive, Sherwood Drive, Azalea Drive, Dorchester Court, Drury Drive, Jordan Drive, Dixon Road, Camellia Street, Blossom Avenue, Harris Street, Crawford Street, Winton Avenue, Dora Street, Anthony Circle, Beech Avenue, Villa Crest Avenue, Villa Crest Avenue, Robert Henry Street, Heard Avenue, Hanson Street, Moreland Avenue, Charleston Circle, Carlisle Avenue, Goodall Mill Road, Bradstone Circle, Bradstone Circle, Wrenwood Drive, Stallings Drive

Quantity	Unit	Item	Unit Price	Total
3,741	TONS	Milling	_____	_____

3,277	GAL	Bituminous Tack	_____	_____
5,462	SY	Roadway Patching	_____	_____
3,741	TONS	9.5 mm Superpave Asphalt	_____	_____
240	EA	Install Furnished Sewer Manhole & Water Valve Risers, 1"	_____	_____
0	CY	GABC Stab. Subgrade	_____	_____
0	EA	Traffic Control Loops	_____	_____
1.95	MILES	Striping (Paint)	_____	_____
0	EA	Pavement Markings (Arrows, Thermoplastic)	_____	_____
389	LF	Pavement Markings (X- Walks, Thermo)	__ __	_____
127	LF	Pavement Markings (Stop Bars, Thermoplastic)	_____	_____
0	LF	Pavement Markings (Hatching, Thermoplastic)	_____	_____
0	EA	Bike Symbols (Thermoplastic)	_____	_____
0	EA	Railroad Symbols (Thermoplastic)	_____	_____

130	EA	Manholes (Adjust)	_____	_____
110	EA	Water Valves (Adjust)	_____	_____
0	EA	“Only” Symbol (Fifth Street) (Thermoplastic)	_____	_____
1.35	MILES	Raised Pavement Markers	_____	_____
All	LS	Goodall Mill Road Rumble Strips	_____	_____
2.98	Miles	Grass Shoulder Road Edge Clipping	_____	_____

Total Bid Price _____



Macon-Bibb County Government

Procurement Department

City Hall

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

February 17, 2025

ADDENDUM # 2

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 25-030-LH, Deep Patch with Asphalt Resurfacing Projects

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

1. Will the county require the contractor to pave side roads to the back of radius?

Answer: Yes, to back of the radius.

2. Will post mounted signs be required or tripods are enough?

Answer: Either method is acceptable.

3. Will the county allow the contractor to park the equipment within the public ROW or will it be the contractor's responsibility to find a location?

Answer: Either method is acceptable. Make sure that contractor vehicles parked in the road right away do not block road traffic or impede the driver's view.

4. Will the contractor be required to perform all the material testing?

Answer: The contractor is responsible for all materials testing.

5. What does the milled surface cover restrictions?

Answer: Milled surface to be covered back-up with new pavement within one day of milling.

6. What are the lane closure restrictions and work hours allowed?

Answer: At least one lane to always be open, using flagmen. Work hours are 8-5, or within daylight hours.

7. Please provide a detail for the concrete manhole adjustment specifying width, thickness and finished shape of the concrete.

Answer: Contact the Macon Water Authority regarding their requirements.

8. Please provide a detail for the water valves. Will they require a concrete Collar?

Answer: Contact the Macon Water Authority regarding their requirements.

9. Will the County require the use of a shuttle buggy or MTV for all paving operations?

Answer: A shuttle buggy or MTV is allowed but not required.

10. What is the desired width and depth of the patches?

Answer: Patch width to be a minimum of one lane. Patch depth maximum is 4 inches, lifts not to exceed 1.25

11. What is the desired spread rate for the 9.5mm?

Answer: 1.25-inch thickness.

12. Is there a DBE or EBO/SBO minority participation goal on the Bid 25-030-LH- "Deep Patch with Asphalt Resurfacing Project?

Answer: There is a minority participation goal form within the solicitation. If the contractor plans to use minority vendor, the information of the minority vendor should be stated on the Minority Participation form. There are no minimum goal requirements to be met.

13. Are there just (8) pages to the Addendum because we didn't receive any pages marked Attachment C?

Answer: Attachment C is the document labeled 25-030-LH Addendum 1, which is 8 pages.

14. Your answer to #16 and #17 deal with the Patching on this project. It states that the Patching will be a maximum of 4" in depth and will use 9.5mm TP1 asphalt. Will the contractor be allowed to place the 9.5mm TP1 for Patching in one 4" lift?

Answer: Patching lifts can be 1.25 inches, maximum, per GDOT specifications.

15. The quantity on the Grass Shoulder item that was added is 2.98 Miles. Is that Shoulder Miles or Centerline Miles?

Answer: The 2.98 miles total shoulder miles, both sides of the road.

16. Is the Grass Shoulder item to include building dirt shoulders for the grassing or is it for grassing the road edge after it has been clipped? Please clarify this matter.

Answer: This bid item just covers clipping the shoulder, at the pavement edge.

17. The pay item for the Rumble Strips on Goodall Mill Rd. is Lump Sum. Will this be a (1) set of (3) Rumble Strips? Since this item is Lump Sum, please clarify the quantity that will be required.

Answer: All rumble strips on Goodall Mill Road.

18. It is assumed that the Rumble Strips on Goodall Mill Rd. will be thermoplastic – is this correct?

Answer: Yes, thermoplastic.

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

Sincerely,

Laura Hardwick

EXHIBIT B

2023 LMIG Projects for Macon-Bibb County

(Roadway Repair and Resurfacing)

Bid Schedule – BID TWO

The quantities listed are an approximate estimate of the materials required to complete the roadway repair and resurfacing projects, for the Main Streets list. The “Total Bid Price” is the bid amount which shall be used to award the 2023 LMIG – BID TWO paving contract to the successful bidder.

Prior to beginning contract paving work on the main streets, the successful bidder shall be required to contact Mike Beard with the Macon Water Authority, at (478) 256-9382, regarding coordination with MWA on locating /marking paved over sanitary manholes. Contact Willie Sidney with the Macon Water Authority, at (478) 256-9400, to locate / mark paved over water valves.

Also, the successful bidder shall contact Monte Tolleson with the Macon Water Authority Storm Water Office, at (478) 738-6520, regarding locating / marking paved over storm manholes.

The 150-day contract period shall proceed upon the successful bidder receiving the “Notice to Proceed” from our Procurement Office.

PROJECT BID: (MILLING, PATCHING AND RESURFACING):

Main Streets – Summerwind Drive, Summerwind Drive, Bass Road, Sherwood Drive, Sherwood Drive, Azalea Drive, Dorchester Court, Drury Drive, Jordan Drive, Dixon Road, Camellia Street, Blossom Avenue, Harris Street, Crawford Street, Winton Avenue, Dora Street, Anthony Circle, Beech Avenue, Villa Crest Avenue, Villa Crest Avenue, Robert Henry Street, Heard Avenue, Hanson Street, Moreland Avenue, Charleston Circle, Carlisle Avenue, Goodall Mill Road, Bradstone Circle, Bradstone Circle, Wrenwood Drive, Stallings Drive

Quantity	Unit	Item	Unit Price	Total
3,741	TONS	Milling	<u>59.39</u>	<u>222,177.99</u>

3,277	GAL	Bituminous Tack	<u>5.50</u>	<u>18,023.50</u>
5,462	SY	Roadway Patching	<u>44.15</u>	<u>241,147.30</u>
3,741	TONS	9.5 mm Superpave Asphalt	<u>137.57</u>	<u>514,649.37</u>
240	EA	Install Furnished Sewer Manhole & Water Valve Risers, 1"	<u>75.00</u>	<u>18,000.00</u>
0	CY	GABC Stab. Subgrade	_____	_____
0	EA	Traffic Control Loops	_____	_____
1.95	MILES	Striping (Paint)	<u>4,224.00</u>	<u>8,236.80</u>
0	EA	Pavement Markings (Arrows, Thermoplastic)	_____	_____
389	LF	Pavement Markings (X- Walks, Thermo)	<u>16.75</u>	<u>6,515.75</u>
127	LF	Pavement Markings (Stop Bars, Thermoplastic)	<u>12.00</u>	<u>1,524.00</u>
0	LF	Pavement Markings (Hatching, Thermoplastic)	_____	_____
0	EA	Bike Symbols (Thermoplastic)	_____	_____
0	EA	Railroad Symbols (Thermoplastic)	_____	_____

130	EA	Manholes (Adjust)	<u>1,250.00</u>	<u>162,500.00</u>
110	EA	Water Valves (Adjust)	<u>600.00</u>	<u>66,000.00</u>
0	EA	"Only" Symbol (Fifth Street) (Thermoplastic)	<u> </u>	<u> </u>
1.35	MILES	Raised Pavement Markers	<u>2,112.00</u>	<u>2,851.20</u>
All	LS	Goodall Mill Road Rumble Strips	<u>4,500.00</u>	<u>4,500.00</u>
2.98	Miles	Grass Shoulder Road Edge Clipping	<u>2,013.42</u>	<u>5,999.99</u>

Total Bid Price 1,272,125.90



LEGISLATIVE SPONSORS

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|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE A CHANGE ORDER, IN THE AMOUNT OF \$250,000.00, TO THE PURCHASE ORDER FOR MEAD ROAD TRANSFER STATION TO PAY FOR TIPPING/DUMPING FEES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, since the closure of the Walker Road Landfill, the Macon-Bibb County Solid Waste department has been utilizing the Mead Road Transfer Station to dispose of solid waste from the convenience centers and from various other projects; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Section 19-10(a)(5)(iii), a purchase order in the amount of \$100,000.00 was previously issued to the Mead Road Transfer Station to pay for tipping and dumping fees; and

WHEREAS, thereafter, the Macon-Bibb County Commission, by Resolution R-25-0005, approved a change order to that purchase order in the amount of \$50,000.00; and

WHEREAS, the funds for that purchase order, including the additional funds added by change order, have been exhausted by the payment of outstanding invoices; and

WHEREAS, in order to pay more outstanding invoices and have sufficient funds on the purchase order to pay invoices for the remainder for the 2025 fiscal year, the Solid Waste department has requested a change order to the purchase order for Mead Road Transfer Station, in the amount of \$250,000.00, be approved to allow for continued disposal of solid waste; and

WHEREAS, pursuant to Section 19-5.8 of the Macon-Bibb County Code of Ordinances, approval by the Macon-Bibb County Commission is required for a change order of such magnitude; and

WHEREAS, the Macon-Bibb County Commission desires to approve such change order; 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 a change order, in the amount of \$250,000.00, to the Mead Road Transfer Station purchase order (PO 2025-0506), to provide for tipping/dumping fees.

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

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

Q:\RES MACON-BIBB\2025 Miller Approving Change Order to Mead Road Station PO for Tipping Fees 3-13-2025.docx



LEGISLATIVE SPONSORS

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|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY B. STEWART | ☐ COMMISSIONER JOEY HULETT |
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| ☐ COMMISSIONER DONICE BRYANT-CATO | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR, TO EXECUTE A CHANGE ORDER TO THE NETWORK CONFIGURATION SERVICES AGREEMENT WITH 1 ACCORD TECHNOLOGIES, LLC, IN THE AMOUNT OF \$200,955.17, TO BE PAID FROM 2018 SPLOST FUNDS – PUBLIC SAFETY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Fire Department operates 22 fire stations and a training facility; and

WHEREAS, the network infrastructure at these facilities is reaching its end-of-life, resulting in slowed connection speeds and significant connection instability; and

WHEREAS, on February 18, 2025, the Macon-Bibb County Commission adopted R-25-0038 which authorized the Mayor to enter into a Network Configuration Services Agreement with 1 Accord Technologies, LLC, in the amount of \$260,130.00; and

WHEREAS, in reviewing the technical specifications of the project against the approved pricing, it was determined that the approved contract price was for less intensive labor and material needs than the necessary improvements required; and

WHEREAS, additional funds in the amount of \$200,955.17 are required to complete the network configuration at all 22 fire Stations, the Fire Training Academy, and provide for additional security features protecting the network at these facilities; and

WHEREAS, Section 19-5.8 of the Macon-Bibb County Code of Ordinances requires the Macon-Bibb County Commission to authorize change orders where the total change in the price of the contract is greater than twenty percent (20%) of the last approved contract price; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the execution of the change order described herein; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a Change Order to the Network Configuration Services Agreement with 1 Accord Technologies, LLC, in the amount of TWO HUNDRED THOUSAND, NINE HUNDRED FIFTY-FIVE DOLLARS AND SEVENTEEN CENTS (\$200,955.17), for the network installation and configuration services for fire department facilities, with the additional associated costs to be paid from 2018 SPLOST Public Safety funds.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter

of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this _____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Amendment To 1 Accord Netowrk Configuration
Agreement For Fire Stations - 3-13-25.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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BOSTIC/BOSTIC AND ASSOCIATES, LLC, TO PERFORM SIDEWALK CONSTRUCTION ALONG BARRINGTON HALL DRIVE, BETWEEN CAMBRIDGE WAY AND 797 BARRINGTON HALL DRIVE, AT A COST OF \$310,775.00.00, TO BE PAID FROM 2018 SPLOST FUNDS FOR ROAD WORK; AND FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, Invitation for Bids (IFB) No. 25-029-LH was published on January 17, 2025, advertised on the Macon-Bibb County's Procurement page, and posted to the Georgia Procurement Registry; and

WHEREAS, one hundred ninety (190) vendors were notified of the IFB, of whom, nineteen (19) self-identified as African American owned, five (5) self-identified as Asian American owned, eight (8) self-identified as Native American owned, and one (1) self-identified as Hispanic/Latino owned; and

WHEREAS, on the published due date, February 27, 2025, six (6) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and

WHEREAS, Bostic/Bostic and Associates, LLC, whose total bid was the lowest responsive and responsible submission, is recommended for award; and

WHEREAS, Bostic/Bostic and Associates, LLC maintains its primary place of business in Reidsville, Georgia and, has self-identified as an African-American owned business; and

WHEREAS, Engineering and Procurement concurs with this contract award; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute an independent contractor agreement with Bostic/Bostic and Associates, LLC, to perform sidewalk improvements along Barrington Hall Drive, between Cambridge Way and 797 Barrington Hall Drive, in the amount of THREE HUNDRED TEN THOUSAND, SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 CENTS (\$310,775.00), to be paid from 2018 SPLOST funds for roadwork, and with such agreement in a substantially similar form as the attached Exhibit A, incorporated herein by reference.

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

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

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

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

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated

an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2025 Miller Authorizing Agreement With Bostic Bostic And Associates For Barrington Hall
Sidewalk Phase II - \$310,775.00 - SPLOST - 3-10-25.Docx*

EXHIBIT A

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
MACON-BIBB COUNTY AND BOSTIC/BOSTIC AND ASSOCIATES, LLC

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made by and between Macon-Bibb County, a political subdivision of the State of Georgia, ("County"), and Bostic/Bostic and Associates, LLC ("Contractor"), a Georgia corporation having a principal place of business at 172 Oak Street, PO Box 1452, Reidsville, GA 30453 collectively the Parties ("Parties").

In consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows:

1. Term and Compensation

1.1 Term

This Agreement shall commence on the date it is executed by both parties and shall continue in full force and effect until completion of Contractor's duties, not to exceed one year from contract execution unless terminated earlier by operation of and in accordance with this Agreement. The Agreement may only be extended thereafter by written mutual written consent of the Parties.

1.2 Compensation

Contractor shall receive THREE HUNDRED TEN THOUSAND, SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 CENTS (\$310,5775.00) as full compensation for services performed under this Agreement, in accordance with Exhibit A – Contractor's Pricing Proposal, attached hereto and incorporated by reference ("Exhibit A"). Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. The County will only pay for items used and actual work performed. Change orders will be issued for any variance from this Agreement. Any unauthorized work or material change will not be compensated unless a change order has been approved in writing by the County.

County shall not pay any interest, penalties, or other amount claimed beyond the amount authorized by the County Commission. County is tax exempt and cannot agree to pay State or Federal taxes.

Prior to the issuance of final payment, Contractor shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection with this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

2. Services and Obligations of Independent Contractor

2.1 Scope of Services

Contractor shall commence, diligently pursue, and complete the services as set forth in this Agreement and as more specifically detailed in Exhibit B – Barrington Hall Sidewalk Project Scope of Work (“Exhibit B”), attached hereto and incorporated by reference. In general terms, this project shall include without limitation, the preparation of the site and installation of the sidewalk facilities in accordance with GDOT, ADA, and all other applicable design standards, along Barrington Hall Drive, between its intersections with Zebulon Road and the westside of Cambridge Way, as more fully described in Exhibit B. All work contemplated hereunder shall be completed in accordance with all state, federal, and local laws, rules, and ordinances.

2.2 Schedule

Contractor shall commence work as soon as practicable, but no later than 10 calendar days from the County’s issuance of the Notice to Proceed. Contractor shall complete all work within seventy-five (75) calendar days following the County’s issuance of the Notice to Proceed. This Schedule shall include all clean up, demobilization, and other work necessary to return the project area to its final state. This schedule includes accommodation for weather delays of 3 calendar days, Time is of the essence; therefore, Contractor shall execute all work diligently, completing all work within the timeframe established between County and Contractor, unless extended in writing by mutual consent of the Parties.

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

2.3. Method of Performing Services

(a) General

All work to be performed under this Agreement shall comply with all applicable codes, ordinances, and regulations. Contractor shall obtain all permits and licenses and pay all fees as required. Contractor shall also arrange for all required and necessary inspections required by authorities

having jurisdiction over the project and submit certificates of approval to the County.

(b) Layout of Work

Contractor shall verify all existing conditions and contiguous work to form a designated worksite, providing all necessary measurements, lines, and levels. Contractor shall assume full responsibility for the accuracy of the work layout.

(c) Work Area

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

Contractor shall protect all surrounding and adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways, and fences along or adjacent to work. Should damage occur, Contractor shall restore, at Contractor's own expense, any such property damage or injuries to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring to the satisfaction of the County.

In case of failure on part of Contractor to restore property and repair damages or injury, County may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due to Contractor under this Agreement.

(d) Underground Utilities

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

(e) Traffic Control

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

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

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

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

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

(f) Erosion Control

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

(g) Vandalism

The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

(h) Material Disposal

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

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

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

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

(i) Inspection

Inspectors may be appointed by the County to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation and manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of the specifications for this project, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the inspector.

The County shall serve as the referee and final decision maker with regards to all matters related to design, specifications, and project terms of this Agreement. County does not agree to waive any rights to trial by jury.

County and inspectors shall have free access to all parts of the work site and to all material intended for use in the project. Work will be inspected as it progresses, but failure to reject or condemn

defective work at the time it is performed will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform this Agreement according to its terms.

2.4 Resources

All equipment, personnel, and materials required for the proper performance of services shall be furnished by and shall remain under the control of Contractor. Contractor shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.

3. Non-Employment Relationship between County and Contractor

3.1 Independent Contractor Relationship

Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent of or joint venturer with Contractor for any purpose. Contractor shall have no claim against County for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The compensation set forth in this Agreement shall be the sole payment for services rendered.

3.2 Withholding Taxes and Benefits

Contractor will be solely responsible for withholding, accruing, and paying all income, social security, and other taxes and amounts required by law for Contractor and staff. Contractor shall also be responsible for all statutory insurance and other benefits required by law for Contractor and any staff. Contractor shall provide County with a completed W-9 form.

4. Contractor Representations and Warranties

4.1 Authority

Contractor has all the necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or question this Agreement or the provision of services by

Contractor is pending or threatened. Agreement does not violate the terms of any agreement between Contractor and any third party.

4.2 Professional Standards

The services performed will be performed in a professional and workmanlike manner in accordance with the standards imposed by applicable law and the practices and professional standards used in well managed operations performing services like the services being provided. All labor and workmanship shall be guaranteed for a minimum of one (1) year from the date of completion.

4.3 Conformity

The development, creation, delivery, provision, implementation, maintenance, and support of all services shall conform in all material respects to the description of services in this Agreement, including all Exhibits attached hereto.

4.4 Representations and Warranties

Contractor will make no representations, warranties, or commitments binding the County without the County's prior written consent.

4.5 Compliance with Laws

Contractor will perform all services in compliance with all applicable local, state, and Federal laws. Contractor will be responsible for, and compensation paid under this Agreement shall include, the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement.

5. Contractor's Obligations

5.1 Personnel

Contractor shall be responsible, at its own cost, for all recruiting, hiring, training, educating, and orienting of all Contractor's personnel, all of whom shall be fully qualified and shall be authorized under applicable law to perform the services.

5.2 Subcontracting and Assignments

Contractor shall provide all relevant information of any subcontractors and provide a copy of any subcontractor's business registration with the State of Georgia. Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms,

covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards any subcontractor be greater than County's responsibilities to Contractor under this Agreement.

5.3 Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. County shall make a written determination as to whether a conflict of interest exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest shall result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation for services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

5.4 Payment and Performance Bond

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

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

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

6. Company Prohibitions to Create a Safe Work Environment

6.1 Drug Free Workplace

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

6.2 Prohibition on Unlawful Discrimination and Harassment

County does not discriminate based on race, color, national origin, sex, age, religion or disability in any employment policies and practices. County prohibits unlawful discrimination or harassment, including sexual harassment. Neither Contractor, employees, nor subcontractors shall engage in unlawful harassment or discrimination while on the premises of the County. County has a no tolerance policy for violation of this rule.

6.3 Equal Employment Opportunity

During the performance of this Agreement, Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used herein, the words "shall not discriminate" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

7. Termination

7.1 Termination for Convenience

Either party may terminate this Agreement with thirty (30) days written notice to the other Party. Upon termination, Contractor shall return all property of the County to the County. The County shall pay Contractor all earned fees.

7.2 Termination for Default

The County may, by written notice of default to Contractor, terminate the whole or any part of this Agreement should Contractor fail to perform this Agreement within the time specified herein or any extension thereof; fail to perform any of the other provisions of this Agreement; or fail to make progress so as to endanger performance of this Agreement in accordance with its terms, and such failure is not cured within a period of ten (10) days or longer (as the County may authorize in writing) after receipt of notice from the County specifying such failure.

In the event the County terminates this Agreement in whole or in part for default, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and Contractor shall be liable to the County for any excess costs.

8. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County
Attn: Mayor
700 Poplar Street
P.O. Box 247
Macon, GA 31202-0247

For Independent Contractor:

Bostic/Bostic and Associates, LLC
Attn: Clarence Bostic
P.O. Box 1452
Reidsville, Georgia 30453

With a copy to:

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

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

9. Indemnification

Contractor and subcontractors shall indemnify and hold County, its officers, and employees harmless from damages, liabilities, costs or expenses, including reasonable attorney's fees and defense costs that arise from any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Contractor. Contractor's obligation to indemnify any Releasees shall survive the expiration of this Agreement by either Party for any reason.

10. Insurance Requirements

10.1 General Terms

Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia and shall be obtained prior to commencement of work. Insurance shall remain in force throughout the period of the contract with policy terms and limits as specified by County. All deductibles shall be paid by Contractor.

All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made, or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

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

10.2 Commercial General Liability Insurance Policy ("CGL")

Contractor agrees to procure and maintain Comprehensive General Liability ("CGL") covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insureds. This policy must be on an occurrence basis and must have separate aggregate limits per project. A company authorized to conduct business in the State of Georgia must issue this policy. Coverage must include water damage. Excess liability coverage may be used in combination with the base policy to obtain the limits noted below. The policy must have the following minimum limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

10.3 Business Automobile Liability Insurance (“BAP”)

Independent Contractor agrees to procure and maintain Business Automobile Liability Insurance (“BAP”) with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles, with a maximum deductible of not more than \$5,000.00. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.

10.4 Workers’ Compensation Insurance

Independent Contractor agrees to procure workers’ compensation coverage in accordance with the statutory limits established by Georgia law and as specified in Exhibit A. Contractor shall require all Trade Contractors/Subcontractors performing work under this Agreement to obtain an insurance certificate showing proof of Worker’s Compensation Insurance and shall submit the certificate on the Contractor’s letterhead in accordance with the terms specified in Exhibit A.

10.5 Evidence of Insurance

Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of “B+” or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

10.6 County’s Obligation

The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor’s failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor’s, or any subcontractor’s, failure to acquire and/or maintain adequate insurance.

11. Force Majeure

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances. This paragraph shall not apply to any delay caused by the COVID-19 pandemic.

12. Arbitration and Jury Trial

Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County Superior Court or the Federal District Court in the Middle District of Georgia (Macon Division.) County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

13. Publicity

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

14. Work Product, Intellectual Property, and Information

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

15. Confidential Information and Open Records

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

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

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

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

16. General Terms

16.1 Waiver

Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment, or waiver of this Agreement will be binding on County unless executed in writing by the County.

16.2 Severability

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

16.3 Titles, Captions and Headings

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

16.4 No Drafting Presumption

No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

16.5 Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

16.6 Previous Agreements

Any services authorized by County under previous "quote(s)" for services, and any related contract documents, shall be governed by and subject to this Agreement.

17. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing

Exhibit A

Bid Price Form

For

25-029-LH Barrington Hall Phase II

Total Bid Price	\$ <u>310,775.00</u>
Timeline for Project	<u>75</u> Calendar Days

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

Printed Name: Clarence Bostic

Authorized Signature: Clarence Bostic **Date:** 02/24/2025

Company Name: Bostic/Bostic and Associate, LLC

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

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

Witness

Exhibit B

ATTACHMENT B REVISED

Revised Barrington Hall Sidewalk Project Phase 2 as of 2/3/2025

Macon Bibb County is looking to construct sidewalks along Barrington Hall Drive from the west side of Cambridge Way to west of 797 Barrington Hall Drive. A sidewalk will be constructed on the north/west side of Barrington Hall Drive from the westside ADA ramp at landing pad at Cambridge Way to the Golf Cart Crossing east of High Ridge Drive. The sidewalk will then be constructed on the south side of Barrington Hall Drive from the Golf Cart Crossing east of High Ridge Drive to the golf course crosswalk west of 797 Barrington Hall Drive.

Use GDOT Standard Specifications unless otherwise specified.

ADA ramps and crosswalks are required at the falling locations:

1. ADA ramp and landing on the northeast corner of Hampton Way with a High emphasis crosswalk to the sidewalk on the north/west side of Barrington Hall Drive.
2. ADA ramps and standard crosswalk at Hampton Way west side.
3. Improved Ramps for both pedestrians and golf carts with a High emphasis crosswalk at the Golf Cart Crossing east of High Ridge Drive.
4. ADA ramp and standard crosswalk at High Ridge Drive.
5. ADA ramp and landing on the Northeast corner of Winsor Way with a High emphasis crosswalk to the sidewalk on the south side of Barrington Hall Drive.
6. ADA ramp and standard crosswalk at Greenvue Terrace.
7. ADA ramp and standard crosswalk at Princeton Drive.
8. ADA ramp and landing on the Northeast corner of Sand Trap Place with a High emphasis crosswalk to the sidewalk on the south side of Barrington Hall Drive.
9. ADA ramps and standard crosswalk at Tivoli Place.
10. ADA ramp and landing on the Northeast corner of Fosters Green with a High emphasis crosswalk to the sidewalk on the south side of Barrington Hall Drive.
11. ADA ramps and standard crosswalks at both roadways of Barrington Place Way.

All crosswalks are thermoplastic.

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

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

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

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

Gravity walls may be needed for sidewalk construction in areas where existing slopes exceed 1:2 (rise to run) at the back of the sidewalk. Max height 2 feet. Possible location of Gravity Wall are the areas north and south of Hampton Way.

Location of Gravity Wall will be identified in the field.

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

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

There is an existing surface rock in the right of way on the southside of Barrington Hall Drive between 765 and 769 Barrington Hall Drive. Include means to place the sidewalk adjacent to this rock. Partial removal may be required.

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

Estimated Quantities

Traffic Control (LS)	1
Clearing and Grubbing (LS)	1
Erosion Control (LS)	1
Sidewalk (SY)	1050
Sidewalk with 6" Back Curb (SY)	1000
Sidewalk with 8 " Back Curb (SY)	1000
Gravity Wall (Scheme 1) (CY)	150
Driveways (SY)	130
Concrete Removal (SY)	500
Sodding (LS)	1
Crosswalk (Ladder Style) (EA)	5
Crosswalk (Standard 2 Line) (EA)	6
Crosswalk Ahead Signs (EA)	10
Crosswalk Signs (EA)	10

Stop Bars (24") (EA)

10

Bid Quantity Sheet

Item	Unit of Measure	Quantity	Unit Price	Total
Traffic Control	LS	1	_____	_____
Clearing and Grubbing	LS	1	_____	_____
Erosion Control	LS	1	_____	_____
Sidewalk	SY	1050	_____	_____
Sidewalk with 6" Back Curb	SY	1000	_____	_____
Sidewalk with 8" Back Curb	SY	1000	_____	_____
Driveways (6")	SY	130	_____	_____
Concrete Removal	SY	500	_____	_____
Gravity Wall (Scheme 1)	CY	150	_____	_____
Sodding	LS	1	_____	_____
Crosswalk (Ladder Style)	EA	5	_____	_____
Crosswalk (Standard 2 Line)	EA	6	_____	_____
Crosswalk Ahead Signs	EA	10	_____	_____
Crosswalk Signs	EA	10	_____	_____
Stop Bars (24")	EA	10	_____	_____

BID 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 BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO DEDICATE THAT PORTION OF POPLAR STREET RUNNING BETWEEN FIRST STREET AND THIRD STREET IN HONOR OF BRYAN NICHOLS IN RECOGNITION OF HIS SIGNIFICANT LEADERSHIP AND SERVICE TO THE MACON-BIBB COMMUNITY; APPROPRIATION OF AN AMOUNT NOT TO EXCEED \$500.00 FROM THE GENERAL FUND – FUND BALANCE TO THE FACILITIES MANAGEMENT DEPARTMENT FOR THE PURCHASE OF MATERIALS SIGNAGE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Commissioner Valerie Wynn District 1 desires to sponsor this Ordinance to dedicate that portion of Poplar Street running between First Street and Third Street in honor of Bryan Nichols; and

WHEREAS, a prominent member of the Macon business community, Bryan Nichols is best known as the founder of the Macon Main Street Christmas Extravaganza; and

WHEREAS, shortly after opening Taste and See Coffee Shop & Gallery in 2013, with business partner Kevin Reaves, Nichols noticed that several local Christmas displays were not in place, due to damage from vandalism while in storage, and that many neighborhoods had halted their displays due to costs and traffic; and

WHEREAS, Nichols realized that a Christmas light display in downtown Macon would not only help revitalize downtown, as residents and visitors came to enjoy lights, but also boost community pride and connection; and

WHEREAS, after rallying friends, neighbors, and community leaders, Nichols made his dream of a spectacular Christmas light show a reality in 2017, bringing 100,000 people to downtown to enjoy the holiday season; and

WHEREAS, the Macon Main Street Christmas Extravaganza swiftly became a holiday destination, not just for Macon residents, but throughout Georgia, the southeast, and even gaining national recognition on ABC news’s poplar “#AmericaStrong” segment in December 2024; and

WHEREAS, in recognition of his work to bring people together to enjoy the holiday season, Nichols, along with NewTown Macon, were honored with the Downtown Achievement Award of Excellence by the International Downtown Association in 2019; and

WHEREAS, the most recent 2024-2025 holiday season saw the Main Street Christmas Extravaganza expand to 5 ½ City Blocks, utilizing 1,000,000 individuals lights, creating a stunning experience that brought more than 900,000 visitors to downtown Macon; and

WHEREAS, when he’s not busy turning Macon into a winter wonderland, Nichols continues to operate several popular local businesses, including the Taste and See Coffee Shop & Gallery and Macon Rocks rock climbing gym; and

WHEREAS, in light of the leadership and service to the Macon-Bibb Community of these great men, the Macon-Bibb County Commission now desires to formally recognize their significant contributions to the Macon community and dedicate that portion of Poplar Street that runs between First Street and Third Street, as more clearly shown on the attached Exhibit A, incorporated herein by reference, as “Bryan Nichols Way”; and

WHEREAS, County policy would normally require the completion of a criminal background check prior to the dedication of a facility, structure, or space, but the Macon-Bibb County Commission has determined that an exception should be made in this instance due to Bryan Nichols’s history of service and leadership; and

WHEREAS, in order for Facilities Management Department to purchase materials to install signage in honor of Bryan Nichols an appropriation and amendment to the FY 25 budget is required.

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same as follows:

Section 1.

That portion of Poplar Street running between First Street and Third Street shall henceforth be and hereby is dedicated in honor of Bryan Nichols and his significant leadership and service to the Macon-Bibb Community.

Section 2.

The Commission hereby approves a supplemental appropriation not to exceed \$500.00 from General Fund – Fund Balance to the Facilities Management budget for FY 25, for the purpose of providing funds for the purchase of materials and other costs associated with the installation of signage in accordance with this Ordinance.

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

The Mayor, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 5.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 6.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 7.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies

for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 8.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 9.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

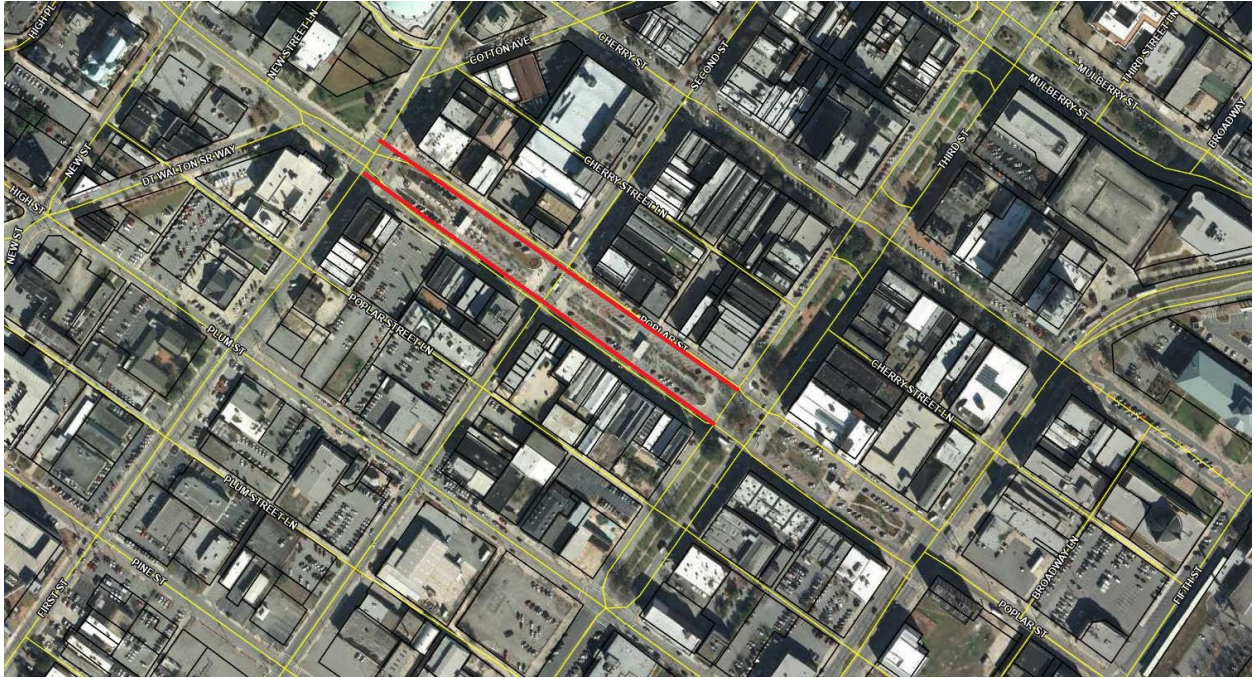
SO ORDERED AND ORDAINED this _____ day of _____, 2025.

LESTER M. MILLER, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, CLERK OF COMMISSION

Q:\ORD MACON-BIBB\2025 Wynn Dedicating Poplar Street to Bryan Nichols - 1-14-25.docx

EXHIBIT A



This map depicts the portions of Poplar Street to be dedicated in honor of Bryan Nichols. The portion of Poplar Street to be dedicated includes both directional lanes of Poplar Street running between First Street and Third Street.



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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE GEORGIA OPIOID CRISIS ABATEMENT TRUST (“GOCAT”) GRANT, IN THE AMOUNT OF \$117,000.00 WITH NO LOCAL MATCH REQUIRED, TO BE USED BY THE MACON JUDICIAL CIRCUIT ACCOUNTABILITY COURTS FOR PROGRAM STAFF, TRAINING, AND COUNSELING FOR SUBSTANCE ABUSE TREATMENT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Georgia Opioid Crisis Abatement Trust (“GOCAT”) is a charitable trust created to receive the State of Georgia’s portion of proceeds from various national opioid settlements; and

WHEREAS, the Macon Judicial Circuit Accountability Courts has applied for and has been awarded funds from GOCAT, in the amount of \$117,000.00 to be spent over the course of two years at a rate of \$58,500.00 per year, to provide opioid abatement services to justice involved individuals; and

WHEREAS, the Macon Judicial Circuit Accountability Courts will utilize the funds for program staff, to improve quality treatment, counseling, and training for participants with substance abuse disorders; and

WHEREAS, a copy of the grant award notification and the grant agreement 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 Judicial Circuit Accountability Courts; 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 grant funds from GOCAT, in the amount of ONE HUNDRED SEVENTEEN THOUSAND DOLLARS AND 00/100 CENTS (\$117,000.00) with no local match, to be used by the Macon Judicial Circuit Accountability Courts for addressing substance abuse for justice involved individuals, upon substantially the same terms and conditions described 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

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

*Q:\RES MACON-BIBB\2025 Miller Accepting Georgia Opioid Crisis Abatement Trust Funds for Accountability
Courts 117,000 - 3-10-25.docx*

EXHIBIT A



Date 12/11/2024

Macon Judicial Circuit Accountability Courts

601 Mulberry Street

Suite 425

Macon, Georgia 31201

RE: Success for Our Participants and GOCAT-000496

Dear Macon Judicial Circuit Accountability Courts

Congratulations. The Georgia Opioid Crisis Abatement Trust is pleased to notify you that your grant application has been approved for funding by the Trustee for the amount of \$117,000.00. The grant award will support the proposed Success for Our Participants in the area of Treatment for Criminal-Justice-Involved Individuals.

Sign below to indicate your organization accepts this award offer. Then our contracting staff will contact you soon regarding the contracting process.

We look forward to your work and thank you for your efforts to abate the effects of the opioid crisis in Georgia.

Should you have any questions, please feel free to contact Taylor Peyton, Opioid Liaison, at Taylor.Peyton@dbhdd.ga.gov.

With kind regards,

Kevin Tanner
Trustee

ACCEPTANCE OF AWARD OFFER:

By signing below, Macon Judicial Circuit Accountability Courts agrees it accepts the offer of award.

Mechelle McMullen
Mechelle McMullen (Dec 11, 2024 23:57 EST)

Signature

Mechelle McMullen

Print Name

Macon Judicial Circuit Accountability Courts

Title



**CONTRACT BETWEEN THE
GEORGIA OPIOID CRISIS ABATEMENT TRUST AND**

Macon Judicial Circuit Accountability Courts

GOCAT-000496

WHEREAS, the Georgia Opioid Crisis Abatement Trust is a charitable trust created to receive State Opioid Funds from various national settlements; and

WHEREAS, the Macon Judicial Circuit Accountability Courts applied for funds from the Trust (hereinafter "Trust Funds") to provide opioid abatement services as proposed in Success for Our Participants in the area of Treatment and has been approved for receipt of Trust Funds; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, it is agreed by and between the GEORGIA OPIOID CRISIS ABATEMENT TRUST (hereinafter the "Trust") and Macon Judicial Circuit Accountability Courts (hereinafter "Contractor") (collectively, the "Parties," and individually, a "Party") as follows:

1. NON-ASSIGNMENT

This Contract may not be assigned, in whole or in part, to any other person or entity, nor pledged as security or collateral for any obligation or debt of Contractor, without the express written permission of the Trust's Executive Director or Trustee. Further, subcontracting by Contractor to a subcontractor shall not be permissible without prior written approval from the Trust. If subcontractor(s) have been approved by the Trust prior to execution of this Contract by both Parties, such agreement will be listed in Annex A which is incorporated herein by reference.

2. GOVERNING LAW AND VENUE

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Gwinnett County, State of Georgia. Furthermore, the Parties consent to jurisdiction and venue in the Superior Court of Gwinnett County, Georgia, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of *forum non conveniens*.

3. SERVICES TO BE PROVIDED BY CONTRACTOR

A. INCORPORATION OF DOCUMENTS

Contractor's Grant Application is incorporated into this Contract by reference and forms an integral part of this Contract. In the event of a conflict between the language of Contractor's Grant Application and Annex A, the language in Annex A shall govern. In



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the event of a conflict between the language of this Contract and any other document or instrument incorporated herein, the language of this Contract shall govern.

B. SERVICES/STATEMENT OF WORK

Contractor agrees to provide all of the goods, services, and other deliverables required in Annex A, as those goods, services, and deliverables may be described in further detail in Contractor's Grant Application and any clarifications or revisions described in the Award Letter (collectively, the "Deliverables"). Contractor agrees to provide the Deliverables at the site or sites in its Grant Application:

601 Mulberry Street

Suite 425

Macon, Georgia 31201.

If the Trust approves or prohibits delivery location(s) after this Contract's execution, such will be reduced to writing in an Amendment signed by the Parties.

C. DEFERENCE TO DECLARATION OF TRUST

The Parties agree the Deliverables and site(s) of services shall be within the State of Georgia and for the benefit of Georgians. Contractor shall take reasonable steps to refrain from using Trust Funds to serve people who cross state borders to obtain services from Deliverables contracted for herein. Contractor agrees to not invoice the Trust nor accept Trust Funds for services it may provide to non-Georgians in its operations outside of the Deliverables contracted for herein.

Without limiting the foregoing, the Parties acknowledge that some Deliverables will incidentally serve some people who reside in other states, such as Deliverables providing the core strategy of prevention and/or education. So long as the Deliverables are targeted toward Georgians and the incidental service of non-Georgians is de minimus, the Parties agree incidental service on non-Georgians will not constitute a breach or default of this Contract if Contractor ensures Trust Funds are not sought or used to reimburse Contractor.

4. FINANCIAL AND PROGRAMMATIC REPORTING REQUIREMENTS

Contractor shall fully, promptly, and accurately comply with the financial, programmatic, and other reporting requirements of the Trust. Unless otherwise communicated, Contractor shall complete quarterly reports with supporting documentation as requested through the Trust's Grants Management System ("GMS") accessed via gaopioidtrust.org. Contractor shall also fully and promptly comply with all additional reporting requirements and requests for information issued by the Trust or



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its authorized designee. Contractor shall provide such information in the format requested by the Trust. Contractor shall ensure that its staff comply wholly and promptly with all requests for information. Contractor shall comply promptly with requests by the Trust or its authorized agent for financial information, records, and documents related to evaluating the costs of programs and services. Requested information and documentation may include, but is not limited to, information and documentation regarding

- A. Contractor's contractual agreements,
- B. Contractor's personnel costs,
- C. Contractor's operating costs, and
- D. any party providing services that will or may be paid for by Contractor with Trust Funds, including, but not limited to, management and consulting services rendered to Contractor.

5. REIMBURSEMENT TO BE PROVIDED BY THE TRUST

A. On a quarterly basis, Contractor shall submit its programmatic and financial reports and supporting documentation through the GMS. The programmatic and financial reports and supporting documentation shall include any and all narrative reports, the reporting forms generated by GMS, and supporting receipts, licenses, payroll records, etc., as may be reasonably requested by the Trust. Samples of the programmatic and financial report(s), the narrative report(s), and the reporting forms generated by GMS applicable to Contractor are attached hereto as Reporting Attachment 1. Contractor is to submit its quarterly invoice on or about the same day as it submits its completed reports as expected from Reporting Attachment 1. The Parties agree complete and accurate reporting, invoicing, and supporting documentation in compliance with this Contract is a condition precedent for approval and payment of Contractor's quarterly invoices.

B. Trust staff will utilize the GMS to approve, deny, return for more information, or other appropriate action based on Contractor's submission(s). Contractor may submit additional documentation or information requested within the allotted time frame or may withdraw the invoice and replace, which restarts the Trust's time frame to take action on the invoice.

C. Once an invoice has been approved for payment, the Trust will reimburse Contractor within 30 days.

D. Contractor shall comply with the State of Georgia's applicable policies and procedures to obtain a vendor identification number with appropriate entity, location,



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and financial information related to this Contract. Contractor shall provide such vendor identification number to the Trust as a condition precedent to reimbursement, and will keep the State of Georgia and the Trust updated if such vendor information changes.

E. Contractor agrees it will not invoice the Trust for any item, service, or expense if Contractor's Funds and/or federal, state, or local funds are available to pay for said item, service, or expense. Such other funds shall be utilized, rather than requesting or accepting Trust Funds, for Deliverables and indirect costs related thereto. The Parties agree that so long as Contractor was not negligent, nor acted in willful disregard of this provision, the Parties will cooperate with each other to return the Trust Funds in question to the Trust by repayment, offset, or withholding of payment(s) on other invoices. Notwithstanding the foregoing, the Trust expressly reserves any and all contractual, legal, or equitable rights and remedies it may have against Contractor, including enforcement provisions contained in the various national settlement agreements and/or related agreements or memoranda of understanding.

6. DELIVERABLES REQUIRING PRIOR APPROVAL BY TRUST

If Contractor is providing the following under this Contract, Contractor must submit relevant details to the Trust prior to obligating itself to purchase said items:

- A. vehicle(s),
- B. prevention campaigns that have not already been approved or funded by the Department of Behavioral Health and Developmental Disabilities ("DBHDD"), as indicated in Annex A, or
- C. media campaigns, the content of which was not expressly included in Contractor's Grant Application.

The Trust will review such requests for approval in good faith and provide written approval for the purchase within a reasonable time frame. Notwithstanding the foregoing, the Trust has the sole discretion to approve the details of the above. If such details are not approved, Contractor will not be reimbursed for same.

7. TERM

This Contract shall begin on March 15, 2025, (the "Effective Date") and shall continue for twenty-four months therefrom, ending on March 14, 2027 (the "Initial Term"), unless terminated earlier pursuant to this Contract. Provided, however, that termination or expiration of this Contract shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration.



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8. TERMINATION

- A. This Contract may be cancelled or terminated, in whole or in part:
- i. For convenience of either Party upon delivery of thirty (30) days' written notice of intent to do so, signed by a duly authorized representative of either Party;
 - ii. By operation of law or act of the General Assembly, so as to render the fulfillment of this Contract infeasible;
 - iii. In the event sufficient Trust Funds no longer exist for the payment of Trust's obligations hereunder, or in the event Contractor no longer has sufficient Trust Funds, in-kind funds, federal or state funds, and/or other sources of funding not otherwise obligated or restricted (hereinafter "Contractor's Funds");
 - iv. Upon termination of the Trust.
- B. In the event of termination of this Contract for any reason, the Parties shall remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Contract.

9. DEFAULT

In the event of a default by either Party of any of their obligations under this Contract, either Party shall provide the other with written notice thereof, requesting that the breach or non-compliance be remedied within a time period specified in the notice, not to exceed forty-five (45) calendar days.

10. SEVERABILITY

Any section, subsection, paragraph, term, condition, provision, or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal, or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the Parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

11. RELATIONSHIP OF THE PARTIES

Neither Party is an agent, employee, assignee, or servant of the other. It is expressly agreed that this Contract is not to be construed as creating a partnership, joint venture,



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master-servant, principal-agent, or other relationship for any purpose whatsoever. Furthermore, neither Party is authorized to or has the power to obligate or bind the other by contract, agreement, warranty, representation, or otherwise in any manner whatsoever. Nothing contained in this Contract shall be construed to render Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Trust, nor shall either Party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

12. COMPLIANCE WITH THE LAW

A. The Parties hereto agree to perform this Contract in accordance with terms and conditions of this Contract and in compliance with all laws, rules, regulations, and orders of federal, state, and local government.

B. Contractor agrees that throughout the performance of all applicable work in this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions of 8 U.S.C. §1324a and O.C.G.A. §13-10-90 *et seq.*, Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986.

- i. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract, if subcontract(s) are approved by the Trust.
- ii. Contractor shall not retaliate against or take any adverse action against any employee or subcontractor, if any, for reporting or attempting to report a violation(s) regarding applicable immigration laws.

Further, Contractor agrees to include the provisions contained in the foregoing paragraphs in each subcontract, if any, for Deliverables or services hereunder and to require subcontractors to include such provisions in all sub-subcontracts, if any.

13. NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS

A. NONDISCRIMINATION

The Parties agree that in the performance of this Contract they will not discriminate against any person or group of persons on the basis of gender, religion, race, color, sex, disability, age, creed, sexual orientation, veteran status, national origin, or in any other manner prohibited by applicable federal, state, and/or local laws or regulations. Additionally, the Parties agree to follow their own policies against discrimination,



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harassment, and/or retaliation as may be in effect at the time. If the Parties' policies conflict with the other Parties' policy or policies, then the more protective policy will be followed by Contractor so long as the policy or policies that conflict with each other do not violate federal or state law.

B. NONDISCRIMINATION BY SUBCONTRACTORS

Contractor agrees to require any subcontractor(s), if such are allowed by the Trust, performing services funded with Trust Funds to comply with all provisions of the federal and state laws, rules, regulations, and policies described in this section.

14. CONFIDENTIALITY OF INDIVIDUAL INFORMATION

A. Contractor agrees to abide by all state and federal laws, rules, and regulations regarding confidentiality of every Individual's records, including but not limited to federal regulations regarding Confidentiality of Alcohol and Drug Abuse Patient Records at 42 C.F.R. Part 2; the Health Insurance Portability and Accountability Act of 1996 and regulations (Privacy Rule and Security Rule) at 45 C.F.R. Parts 160, 162, and 164; and the Georgia Mental Health Code at O.C.G.A. Title 37, specifically O.C.G.A. §§37-3-166, 37-4-125, and 37-7-166, all as amended hereafter, as applicable.

B. Contractor further agrees not to divulge any information concerning any Individual to any unauthorized person without the written consent of the Individual, or guardian of the Individual, or parent or court-appointed custodian of a minor Individual, as applicable.

C. Contractor acknowledges that some material and information that may come into its possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, and that the disclosure of such information to or use of such information by third parties may be damaging. Contractor therefore agrees to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law.

D. Contractor hereby expressly agrees to immediately remove its employees or subcontractors from performing any work in connection with this Contract upon the Trust giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract. Some services performed for the Trust may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of this Contract.



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E. Contractor agrees that, in the event it receives a request for information pursuant to the Georgia Open Records Act, which request seeks information that is confidential, privileged, and/or protected health information under any applicable law or regulation, it will inform the Trust in writing within two (2) business days of the receipt of the request. Contractor further will inform the Open Records Act requestor that it will provide documents or information in response to the request no earlier than two (2) weeks following Contractor's receipt of the request, in order to allow the Trust the opportunity to represent, at its own expense, its interests regarding any potential disclosure of confidential, privileged, or protected health information that may be responsive to the request. Contractor shall not release the requested information to the requesting party until two (2) weeks following Contractor's receipt of the request, unless the Trust expressly authorizes an earlier release in writing.

15. TRUST'S RIGHT TO SUSPEND CONTRACT

The Trust reserves the right to suspend this Contract in whole or in part under this Contract provision if it appears to the Trust that Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this Contract. Alternatively, or additionally, the Trust may require further proof of reimbursable expenses prior to payment thereof, and/or require improvement, at the discretion of and to the satisfaction of the Trust, in the programmatic performance or service delivery.

16. NO CONFLICT OF INTEREST

Contractor and the Trust certify that the provisions of the Official Code of Georgia Annotated, §45-10-20 *et seq.*, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.

**17. NOTIFICATION OF BREACH OR FAILURE TO PERFORM AND
OPPORTUNITY TO CURE**

A. In the event the Trust determines that Contractor has breached or failed to perform any of the terms of this Contract, the Trust may, in its sole discretion, within a reasonable time after determination of such breach or failure by Contractor, notify Contractor of the breach or failure to perform by e-mail or by U.S. mail. The notice may, at the discretion of the Trust, inform Contractor of any opportunity to cure the breach or failure to perform, to include development and implementation of a Corrective Action



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Plan (hereinafter "CAP"), and in such event will further provide the time period for the completion of such cure or plan. The Trust is not required to provide notice or opportunity to cure.

B. Upon notice to Contractor of a failure to perform or breach of the terms of this Contract, the Trust may require and/or permit Contractor to develop and implement a CAP. The CAP must be developed by Contractor within the time period specified by the Trust and must be submitted to the Trust for approval. A CAP must be specific and must, at a minimum, include provisions aimed toward correction of the deficiencies, indicate reasonable completion dates, fully describe the methodology to be used to accomplish complete and permanent corrective action, and describe methods for ensuring full compliance with the CAP. Failure to comply with a submitted and/or approved CAP may result in actions outlined in this Contract or in the Trust policy in effect at the time. The Trust may require Contractor, as a part of a CAP, to participate in a program of technical assistance provided by or on behalf of the Trust, any cost of which, when applicable, shall be borne by Contractor.

18. CONTRACTOR'S AFFIRMATIVE DUTY TO REPORT

A. TIMING OF CONTRACTOR'S REPORT

Contractor shall report to and/or notify the Trust immediately, if feasible, and in no event later than three (3) business days from the following reportable events and/or allegations listed in subparagraph 18.B. with respect to

- i. Contractor,
- ii. Contractor's key personnel and/or employees as presented in Contractor's Grant Application, and/or
- iii. any of Contractor's board members, owners, and/or officers.

For the purposes of this Section 18, the meaning of occurring or experienced includes receiving notice of an underlying reportable event, and/or being accused of the underlying reportable event by law enforcement, or any state or federal agency with authority over Contractor, its personnel, directors, owners, officers, and/or board members. The Parties agree reports must be made to the Trust even if key personnel and/or employees, board members, owners, or officers were not identified in Contractor's Grant Application by reason of the ongoing course of business, employee turnover, or the election or selection of new leadership.

B. REQUIRED TO REPORT EVENTS AND ALLEGATIONS

Contractor agrees to report the following:



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- i. charges, allegations, or convictions of violating or failing to comply with any law or regulation during the prior twelve months or during the term of this Contract whether or not such conviction is appealed or otherwise contested, and regardless of when the acts on which the conviction is based took place. Laws and regulations contemplated by this subparagraph 18.B.i. include, but are not limited to, laws and regulations prohibiting the abuse, neglect, or exploitation of Individuals, and laws and regulations prohibiting Medicare and/or Medicaid fraud, self-referral, kick-backs, and/or fraud against the State of Georgia or the federal government;
- ii. exclusion from Medicaid or Medicare or Contractor's Medicaid Provider Enrollment Number or any Medicaid Provider Enrollment Number associated with Contractor is terminated;
- iii. discovery or reasonable suspicion that information provided to the Trust, agents of the Trust, auditors or reviewers employed by or working on behalf of the Trust, DBHDD employees who conduct inspections or reviews of Contractor, or to Individuals or other consumers/clients of Contractor, or to other state or federal government agencies was fraudulent or misleading;
- iv. sale of more than 50% of Contractor's assets, shares, or ownership interests, or a change in the membership of at least half the governing board or body of Contractor;
- v. termination or replacement of key personnel; or
- vi. writes, submits, or agrees to a CAP by any state or federal agency or government with authority over it or with which it contracts.

19. DATA SHARING OF REPORTS

The Trust has the authority to utilize the programmatic and financial reports, as well as the existence of this Contract, whether or not the Trust is utilizing a third party for the benefit of the Trust, in furtherance of evaluation of the effective use of Trust Funds, publicity related to the Trust, inquiry by other branches of state and federal government, and as otherwise required by law.

Programmatic and financial reports are not to contain Protected Health Information ("PHI").



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Further, the Trust may require Contractor to comply with appropriate Open Records Act requests, where deemed more appropriate or cost effective in situations where the Trust would be required by law to provide the same or similar records.

20. ACCESS TO RECORDS AND INVESTIGATION

A. Contractor agrees that the Trust or authorized agents have full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee of Contractor or subcontractor. Contractor agrees to cooperate fully in such investigations by providing the Trust full access to its records and the records of any approved subcontractors, and to allow its employees to be interviewed by the Trust investigators, outside the presence of other persons, during such investigations.

B. The Trust and its authorized agents shall have the right to monitor and inspect the operations of Contractor and any approved subcontractor for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. Contractor agrees to cooperate fully with these monitoring and inspection activities, and to ensure the cooperation of its subcontractors. Such monitoring and inspection activities may include, without limitation: onsite health and safety inspections; financial and quality audits; review of management systems, policies, and procedures; and review of any other areas, activities, or materials relevant to or pertaining to this Contract. The Trust may require Contractor to develop CAPs as appropriate.

21. FORCE MAJEURE

Each Party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, or acts of a public enemy, and nonperformance for those reasons will not be a default under this Contract nor a basis for termination for cause. If the services to be provided under this Contract are interrupted by an act of God, civil disturbance, civil or military authority, war, court order, or acts of a public enemy, the Trust will be entitled to an equitable adjustment to the Trust Funds and other payments due under this Contract. Nothing in this paragraph shall be deemed to relieve Contractor from its liability for work performed by any approved subcontractor. Nothing in this paragraph shall be deemed to prevent or restrict the Trust from taking any measures the Trust may in its discretion deem necessary to ensure the health and safety of the Individuals served by Contractor.



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22. INSURANCE

The following requirements shall be adhered to by Contractor throughout the duration of this Contract, and as may otherwise be specified herein. Contractor shall procure and maintain insurance that shall protect Contractor and the Trust from any claims for bodily injury, property damage, or personal injury that may arise out of operations under this Contract. Contractor shall procure the insurance policies at its own expense and shall furnish the Trust an insurance certificate of the coverage required in this section listing the Trust as certificate holder. In addition, the insurance certificate must provide the name and address of the insured, name, address, telephone number, and signature of the authorized agent; the name of the insurance company (licensed to operate in Georgia); a description of the coverage in detailed standard terminology (including policy period, limits of liability, exclusions, and endorsements); and an acknowledgment that notice of cancellation is required to be given to the Trust.

Contractor is required to obtain and maintain the following types of insurance coverage for the duration of this Contract:

- A. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia in Chapter 9 of Title 34 of the Official Code of Georgia Annotated. (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims.) In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.
- B. Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to ensure there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.
- C. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned, and hired vehicle used by Contractor or Contractor's personnel in the performance of this Contract. The Business Auto Policy shall have dollar limits sufficient to ensure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required in this Contract.
- D. Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverage than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of three million dollars (\$3,000,000.00).



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The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, or allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to the Trust. Certificates of Insurance showing such coverage to be in force shall be filed with the Trust prior to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the Trust. All such coverage shall remain in full force and effect during the initial term of this Contract and any renewal or extension thereof.

23. [INTENTIONALLY LEFT BLANK]

24. PUBLICITY

A. Contractor must ensure that any publicity given to the program, services, or Deliverables provided herein identifies the Trust as a sponsoring source of Contractor's Funds. Further, Contractor agrees to reasonable participation in and cooperation with any media or public awareness efforts undertaken by the Trust. This participation may include, but is not limited to, being interviewed by journalists, providing written documentation or media (photos, videos, etc.) for use in publicity materials, and anecdotal evidence of effectiveness of the Deliverables or Approved Use. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for Contractor related to the Deliverables or this Contract.

B. In addition, Contractor shall not display the Trust's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the Trust. Publicity materials shall not include photographs or identifying information of any Individual unless the Individual has given prior valid written authorization, which authorization shall be available to the Trust upon request.

**25. INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY,
AND PUBLICATIONS**

Any documents, electronic data, or other material prepared or in the process of being prepared by Contractor in connection with Contractor's performance of the Deliverables shall be deemed property of the Trust and all right, title, and ownership interests in any such documents shall vest in the Trust immediately upon their creation, and Contractor



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further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

A. INVENTIONS AND PATENTS

Contractor agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this Contract, to report such facts in writing promptly and fully to the Trust. The Trust shall determine whether protection of the invention or discovery shall be sought. The Trust will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with charitable purpose of the Trust, settlement agreements applicable to Trust Funds, state and federal laws, and policies of the Trust in effect at the time.

B. COPYRIGHTS

Except as otherwise provided in the terms and conditions of this Contract, the author or the Trust is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this Contract. Should any copyright materials be produced as a result of this Contract, the Trust shall reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize to use the work for the Trust, DBHDD, and/or government and Trust purposes.

C. PUBLICATIONS

All publications, including pamphlets, artwork, and reports shall be submitted to the Trust in the format, digital or otherwise, requested by the Trust.

26. DRUG-FREE WORKPLACE

A. Contractor hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. §8102 *et seq.*) and that:

- i. a drug-free workplace will be provided for Contractor's employees during the performance of this Contract; and
- ii. Contractor will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to (Contractor's Name) that a drug-free workplace will be provided for the employees of (Subcontractor's Name) during the performance of this Contract pursuant to paragraph 7 of subsection B of Code §50-24-3 of the Official Code of Georgia Annotated."

B. Contractor may be suspended, terminated, or debarred if it is determined that:

- i. Contractor has made false certification hereinabove; or



**CONTRACT BETWEEN THE
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Macon Judicial Circuit Accountability Courts

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- ii. Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

27. COOPERATION

Both Parties hereto agree to cooperate fully in the defense of any litigation brought against the other relating to the Contract and each Party shall give other prompt written notice of any such claim, demand, suit, or proceeding.

28. ENTIRE AGREEMENT

This Contract constitutes the entire agreement and understanding between the Parties hereto and replaces, cancels, and supersedes any prior agreements and understandings related to the subject matter hereof; and all prior representations, agreements, and undertakings between the Parties hereto with respect to the subject matter hereof are merged herein. This Contract may be modified only by mutual consent of the Parties. Any modification must be in writing and signed by duly authorized officers and/or agents of both Parties.

29. AMENDMENT

This Contract may be amended during the term by mutual consent of the Parties in a written contract of the same formality, signed by their authorized representatives.

30. NOTICES

All notices provided for herein shall be deemed duly given upon delivery if delivered by email, by hand, three (3) calendar days after mailing, overnight courier with tracking, or certified mail, return receipt requested.

The mailing addresses, telephone numbers, and contact persons listed below for the Trust and Contractor may be changed during the term of this Contract by written notification to the other Party by the Trust or by Contractor.

The Trust's mailing address and telephone number for correspondence, reports, and other matters relative to this Contract, except as otherwise indicated, are:

Holly Lynde, Executive Director
Georgia Opioid Crisis Abatement Trust
200 Piedmont Ave. SE



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Suite 1406
Atlanta, Georgia 30303
Telephone: 470-445-1958
E-mail: holly.lynde@dbhdd.ga.gov

Contractor's mailing address and telephone number for notices and other matters relative to this Contract are:

Macon Judicial Circuit Accountability Courts
Attn: Mechelle McMullen
601 Mulberry Street
Suite 425
Macon, Georgia 31201.
(478) 309-2628
mmcmullen@maconbibb.us

Contractor's mailing address for Contract payment checks or remittance advice (for electronic Trust Funds transfer only) is:

Macon Judicial Circuit Accountability Courts
601 Mulberry Street
Suite 425
Macon, Georgia 31201.

31. EXECUTION IN COUNTERPARTS

This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

Authorized Signatures on Next Page



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IN WITNESS WHEREOF, the undersigned duly authorized officers or agents of each Party have hereunto affixed their signatures on the day and year indicated below.

I, the undersigned commissioner of _____ County certify that this Contract is entered into Book No. _____, Page No _____, of the official minutes of the _____ County OR _____ City.

**Macon Judicial Circuit Accountability
Courts**

Mechelle McMullen
Mechelle McMullen (Mar 3, 2025 09:03 EST)

By: Mechelle McMullen
Title: Accountability Courts Director
Date: 03/03/2025

**GEORGIA OPIOID CRISIS
ABATEMENT TRUST**

Kevin Tanner
Kevin Tanner (Mar 3, 2025 09:40 EST)

By: Kevin Tanner
Title: Trustee
Date: 03/03/2025

If Contractor has not yet approved the minutes authorizing entry into this Contract, then Contractor may Attach to this Contract, marked Annex C, a certified copy of the Resolution of Contractor authorizing and directing the above officer to execute this Contract for and on behalf of the city or county. When the affidavit and resolution is attached hereto, the same is hereby incorporated in and by reference made a part of this contract.



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Macon Judicial Circuit Accountability Courts

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ANNEX A

GOCAT-000496

Macon Judicial Circuit Accountability Courts

Application #: GOCAT-000496

Project Name: Success for Our Participants

Approved Use: Treatment

BUDGET

Budget Category	Description	Awarded Budget	
		Year 1	Year 2
Program/Project Staff	\$25,000 per court to pay the treatment providers and therapists for their services. We have 4 courts, and this will total \$100,000.00.	\$50,000.00	\$50,000.00
Training	We have 4 court programs, and we estimate training will be about \$3,000 for each court. We are requesting \$12,000.00 total. This will allow us to pay for the training/classes for our treatment providers and counselors. The training/classes will consist of refreshers for current treatment/classes and new courses for treatment/classes.	\$6,000.00	\$6,000.00
Travel	We will divide \$5,000 between the 4 court programs. Each court will get \$1,250 to help offset the traveling costs to and from trainings within the state of GA.	\$2,500.00	\$2,500.00
Annual Budget Total		\$58,5000.00	\$58,500.00
Total Awarded Budget		\$117,000.00	



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WORKPLAN AND DELIVERABLES

Start Date	End Date	Description
3/15/2025	3/14/2027	The goal is to spend two years improving the quality of treatment we provide for our participants, especially the ones with substance abuse disorders. Our main goal is to reduce recidivism in our community, and we cannot complete this if we do not accurately address drug and alcohol abuse. We want to increase treatment, counseling, classes, and training. We are seeking for our accountability court programs to be intensive out-patient programs. We want our participants to graduate from the accountability courts with the knowledge and tools to prevent relapses. This will include approximately 6 months of aftercare.

<u>SERVICE SITE(S)</u> <u>FOR DIRECT</u> <u>SERVICES, IF</u> <u>APPLICABLE</u>		Street Address	City	State, and Zip Code
Check Box if the service site or sites is the same as the Grant Application	☒	601 Mulberry Street Suite 425	Macon	Georgia 31201
Additional Sites in Grant Application		Street Address	City	State Zip Code

Media Campaign Approval Yes ☐ or No ☒

Prevention Campaign Approval Yes ☐ or No ☒

Vehicle Purchase Yes ☐ or No ☒

Reporting

Listed above are the identified Deliverables from your application. Reporting in the Grants Management System and of the above Deliverables via an uploaded programmatic and financial



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reports will be required quarterly with an invoice submission. Samples of the GMS structured report(s) and narrative questions required of each Contractor based on Contractor's approved use and sub-category for Deliverables are in Attachment 1 for your reference. The highlighted narrative questions/fields are required by all Contractors. The structured reports are listed by approved use/project sub-category.

During the Contract Term, the Trust reserves the right to make reasonable adjustments or revisions to the required reports.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Georgia Opioid Crisis Abatement Trust has registered with, is authorized to use and uses the Federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the Federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its Federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (E-Verify Company ID Number)

Date of Authorization

Name of Contractor

Name of Project

Georgia Opioid Crisis Abatement Trust

Name of Public Employer or Contractor of Public Employer

SIGNATURE AND NOTARY ON NEXT PAGE

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

Executed on _____, _____, 20____ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent Federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

**See <https://idp.uscis.gov/> to login and access your EEV/E-Verify Identification Number.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
Certification of "No Employees" Affidavit under O.C.G.A. §13-10-91(b)(5)

By signing this form, the undersigned contractor verifies it has no employees and has no plans to hire employees for the purpose of executing this Contract for Georgia Opioid Crisis Abatement Trust. Contractor agrees to provide the Trust with a copy of a state issued driver's license or a state issued identification card as proof that he/she is authorized to perform the work related to this contract. Failure to submit this signed statement and provide the required license or identification card would prohibit the Trust from acquiring any additional or future services with you or your company.

Name of Contractor

Name of Project

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

Executed on _____, _____, 20____ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT 1

Question Text	Project Subcategory	Response Type	Question Order
How many staff are working on the project?		Text	1
Who are the community partners involved with the project?		Text	2
What challenges and barriers have you experienced this quarter?		Text	3
What successes have you experienced this quarter?		Text	4
List any new developments within the program and how it affects the beneficiaries.		Text	5
What are the anticipated next steps?		Text	6
What strategies have you addressed so far?		Text	7
Please describe the progress that has been made on your indicated goals and objectives for this project.		Text	8
Please provide an update on the overall progress of the project so far.		Select Answer	9
Number of unduplicated individuals participating in activities in	Addiction recovery support centers	Numeric	10
Recovery Support Services (Recovery Support Groups):	Addiction recovery support centers	Numeric	11
Number of unduplicated individuals participating in activities in	Addiction recovery support centers	Numeric	12
Recovery Support Services (Individual or Group Peer Check-Ins):	Addiction recovery support centers	Numeric	13
Number of unduplicated individuals participating in activities in	Addiction recovery support centers	Numeric	14
Recovery Support Services (Employment Services):	Addiction recovery support centers	Numeric	15
Number of unduplicated individuals participating in activities in	Addiction recovery support centers	Numeric	16
Recovery Support Services (Social Support Activities - Prosocial / Recreational Activities):	Addiction recovery support centers	Numeric	17
Number of unduplicated individuals participating in activities in	Addiction recovery support centers	Numeric	18
Recovery Support Services (Educational Services):	Addiction recovery support centers	Numeric	19
Number of unduplicated individuals participating in activities in	Addiction recovery support centers	Numeric	20
Recovery Support Services (Family Support Services):	Addiction recovery support centers	Numeric	21

Question Text	Project Subcategory	Response Type	Question Order
Number of unduplicated individuals participating in activities in Recovery Support Services (Housing Supports):	Addiction recovery support centers	Numeric	17
Type of Residential Service(s) - Addictive Diseases	Addictive Diseases Residential Service	Select Answer	10
Number of admissions for the quarter	Addictive Diseases Residential Service	Numeric	11
Number of discharges for the quarter	Addictive Diseases Residential Service	Numeric	12
Total number of unduplicated individuals served for the quarter	Addictive Diseases Residential Service	Numeric	13
Number of unduplicated males enrolled for the quarter	Addictive Diseases Residential Service	Numeric	14
Number of unduplicated females enrolled for the quarter	Addictive Diseases Residential Service	Numeric	15
Number of unduplicated transition-aged youth enrolled for the quarter	Addictive Diseases Residential Service	Numeric	16
Average number of beds filled for the quarter	Addictive Diseases Residential Service	Numeric	17
Number of unduplicated individuals successfully completing the program	Addictive Diseases Residential Service	Numeric	18
Number of unduplicated individuals not completing the program	Addictive Diseases Residential Service	Numeric	19
Number of community drug disposal programs for the quarter	Drug Disposal Programs & Education	Numeric	10
Number of safe storage programs for the quarter	Drug Disposal Programs & Education	Numeric	11
Setting of Harm Reduction Services	Harm Reduction Services (HIV & HEP-C)	Select Answer	10
Total Number of HIV tests performed this quarter	Harm Reduction Services (HIV & HEP-C)	Numeric	11
Total Number of HEP-C tests performed this quarter	Harm Reduction Services (HIV & HEP-C)	Numeric	12

Question Text	Project Subcategory	Response Type	Question Order
Total Number of Individuals Served for the quarter	Harm Reduction Services (HIV & HEP- C)	Numeric	13
Total number of individuals testing positive for HIV this quarter	Harm Reduction Services (HIV & HEP- C)	Numeric	14
Total number of individuals completing care for HIV this quarter	Harm Reduction Services (HIV & HEP- C)	Numeric	15
Total number of individuals linked to care for HIV this quarter	Harm Reduction Services (HIV & HEP- C)	Numeric	16
Total number of individuals testing positive for HEP-C this quarter	Harm Reduction Services (HIV & HEP- C)	Numeric	17
Total number of individuals linked to care for HEP-C this quarter	Harm Reduction Services (HIV & HEP- C)	Numeric	18
Total number of individuals completing care for HEP-C this quarter	Harm Reduction Services (HIV & HEP- C)	Numeric	19
Number of admissions for the quarter	Medication Assisted Treatment (MAT) / Substance Abuse Intensive Outpatient Programs (SAIOP)	Numeric	10
Number of discharges for the quarter	Medication Assisted Treatment (MAT) / Substance Abuse Intensive Outpatient Programs (SAIOP)	Numeric	11
Number of unduplicated individuals served for the quarter	Medication Assisted Treatment (MAT) / Substance Abuse Intensive Outpatient Programs (SAIOP)	Numeric	12
Number of unduplicated males enrolled for the quarter	Medication Assisted Treatment (MAT) / Substance Abuse Intensive Outpatient Programs (SAIOP)	Numeric	13

Question Text	Project Subcategory	Response Type	Question Order
Number of unduplicated females enrolled for the quarter	Medication Assisted Treatment (MAT) / Substance Abuse Intensive Outpatient Programs (SAIOP)	Numeric	14
Number of individuals prescribed and administered methadone this quarter	Medication Assisted Treatment (MAT) / Substance Abuse Intensive Outpatient Programs (SAIOP)	Numeric	15
Number of individuals prescribed buprenorphine or some derivative and administered form this quarter	Medication Assisted Treatment (MAT) / Substance Abuse Intensive Outpatient Programs (SAIOP)	Numeric	16
Number of individuals prescribed vivitrol and administered this quarter	Medication Assisted Treatment (MAT) / Substance Abuse Intensive Outpatient Programs (SAIOP)	Numeric	17
Number of unduplicated individuals successfully completing the program	Medication Assisted Treatment (MAT) / Substance Abuse Intensive Outpatient Programs (SAIOP)	Numeric	18
Number of unduplicated individuals not completing the program	Medication Assisted Treatment (MAT) / Substance Abuse Intensive Outpatient Programs (SAIOP)	Numeric	19
Number of group sessions this quarter	Medication Assisted Treatment (MAT) / Substance Abuse Intensive Outpatient Programs (SAIOP)	Numeric	20
Number of individual sessions this quarter	Medication Assisted Treatment (MAT) / Substance Abuse Intensive Outpatient Programs (SAIOP)	Numeric	21

Question Text	Project Subcategory	Response Type	Question Order
Number of psycho education classes this quarter	Medication Assisted Treatment (MAT) / Substance Abuse Intensive Outpatient Programs (SAIOP)	Numeric	22
Number of family sessions this quarter	Medication Assisted Treatment (MAT) / Substance Abuse Intensive Outpatient Programs (SAIOP)	Numeric	23
Number of peer support engagements this quarter	Medication Assisted Treatment (MAT) / Substance Abuse Intensive Outpatient Programs (SAIOP)	Numeric	24
Setting of Harm Reduction Services	Naloxone Access	Select Answer	10
Total Number of Narcan distributed this quarter	Naloxone Access	Numeric	11
Total Number of overdose reversals reported this quarter	Naloxone Access	Numeric	12
Number of individuals served for the quarter	Primary Substance Misuse Prevention Services	Numeric	10
Number of unduplicated individuals receiving one dose of intervention for the quarter	Primary Substance Misuse Prevention Services	Numeric	11
Number of unduplicated individuals recurring interventions for the quarter	Primary Substance Misuse Prevention Services	Numeric	12
Number of awareness events for the quarter	Public Outreach & Education - Overdose Risk Prevention	Numeric	10
Number of education events for the quarter	Public Outreach & Education - Overdose Risk Prevention	Numeric	11
Number of unduplicated individuals participating in awareness events for the quarter	Public Outreach & Education - Overdose Risk Prevention	Numeric	12
Number of unduplicated individuals participating in education events for the quarter	Public Outreach & Education - Overdose Risk Prevention	Numeric	13
Number of public awareness events for the quarter	Public Outreach & Education - Statewide Awareness	Numeric	14
Number of unduplicated individuals participating in statewide public awareness events for the quarter	Public Outreach & Education - Statewide Awareness	Numeric	15

Question Text	Project Subcategory	Response Type	Question Order
Number of awareness events for the quarter	Public Outreach & Education - Youth Substance Abuse Prevention	Numeric	10
Number of education events for the quarter	Public Outreach & Education - Youth Substance Abuse Prevention	Numeric	11
Number of unduplicated individuals participating in awareness events for the quarter	Public Outreach & Education - Youth Substance Abuse Prevention	Numeric	12
Number of unduplicated individuals participating in education events for the quarter	Public Outreach & Education - Youth Substance Abuse Prevention	Numeric	13
Type of Residential Service(s)	Standalone Detoxification/Residential Detoxification/Inpatient	Select Answer	10
Number of admissions for the quarter	Standalone Detoxification/Residential Detoxification/Inpatient	Numeric	11
Number of discharges for the quarter	Standalone Detoxification/Residential Detoxification/Inpatient	Numeric	12
Total number of unduplicated individuals served for the quarter	Standalone Detoxification/Residential Detoxification/Inpatient	Numeric	13
Number of unduplicated males enrolled for the quarter	Standalone Detoxification/Residential Detoxification/Inpatient	Numeric	14
Number of unduplicated females enrolled for the quarter	Standalone Detoxification/Residential Detoxification/Inpatient	Numeric	15
Average number of beds filled for the quarter	Standalone Detoxification/Residential Detoxification/Inpatient	Numeric	16

Question Text	Project Subcategory	Response Type	Question Order
Average length of stay for the quarter	Standalone Detoxification/Residential Detoxification/Inpatient	Numeric	17
Number of unduplicated individuals successfully completing the program	Standalone Detoxification/Residential Detoxification/Inpatient	Numeric	18
Number of unduplicated individuals not completing the program	Standalone Detoxification/Residential Detoxification/Inpatient	Numeric	19
Setting of Harm Reduction Services	Syringe Exchange/Fentanyl Test Strips	Select Answer	10
Total Number of Test Strips distributed this quarter	Syringe Exchange/Fentanyl Test Strips	Numeric	11
Total Number of Syringes Exchanged	Syringe Exchange/Fentanyl Test Strips	Numeric	12
Number of admissions for the quarter	Transitional Housing	Numeric	10
Number of discharges for the quarter	Transitional Housing	Numeric	11
Total number of unduplicated individuals served for the quarter	Transitional Housing	Numeric	12
Number of unduplicated males enrolled for the quarter	Transitional Housing	Numeric	13
Number of unduplicated females enrolled for the quarter	Transitional Housing	Numeric	14
Average number of beds filled for the quarter	Transitional Housing	Numeric	15
Number of unduplicated individuals successfully completing the program	Transitional Housing	Numeric	16
Number of unduplicated individuals not completing the program	Transitional Housing	Numeric	17
Setting of MIAT Services	Treatment Expansion, Including Medication Assisted Treatment	Select Answer	10
Number of admissions for the quarter	Treatment Expansion, Including Medication Assisted Treatment	Numeric	11
Number of discharges for the quarter	Treatment Expansion, Including Medication Assisted Treatment	Numeric	12

Question Text	Project Subcategory	Response Type	Question Order
Total number of unduplicated individuals served for the quarter	Treatment Expansion, Including Medication Assisted Treatment	Numeric	13
Total number of individuals served for the quarter	Treatment Expansion, Including Medication Assisted Treatment	Numeric	14
Number of individuals prescribed and administered methadone this quarter	Treatment Expansion, Including Medication Assisted Treatment	Numeric	15
Number of individuals prescribed buprenorphine or some derivative and administered form this quarter	Treatment Expansion, Including Medication Assisted Treatment	Numeric	16
Number of individuals prescribed vivitrol and administered this quarter	Treatment Expansion, Including Medication Assisted Treatment	Numeric	17
Number of unduplicated males enrolled for the quarter	Treatment Expansion, Including Medication Assisted Treatment	Numeric	18
Number of unduplicated females enrolled for the quarter	Treatment Expansion, Including Medication Assisted Treatment	Numeric	19
Number of unduplicated individuals successfully completing the program	Treatment Expansion, Including Medication Assisted Treatment	Numeric	20
Number of unduplicated individuals not completing the program	Treatment Expansion, Including Medication Assisted Treatment	Numeric	21
Number of admissions for the quarter	Treatment for Criminal-Justice-Involved Individuals	Numeric	10
Number of discharges for the quarter	Treatment for Criminal-Justice-Involved Individuals	Numeric	11
Number of unduplicated individuals served for the quarter	Treatment for Criminal-Justice-Involved Individuals	Numeric	12
Number of unduplicated males enrolled for the quarter	Treatment for Criminal-Justice-Involved Individuals	Numeric	13
Number of unduplicated females enrolled for the quarter	Treatment for Criminal-Justice-Involved Individuals	Numeric	14
Number of unduplicated individuals successfully completing the program	Treatment for Criminal-Justice-Involved Individuals	Numeric	15
Number of unduplicated individuals not completing the program	Treatment for Criminal-Justice-Involved Individuals	Numeric	16

Question Text	Project Subcategory	Response Type	Question Order
Number of admissions for the quarter	Treatment for Pregnant or Parenting Women and Babies	Numeric	10
Number of discharges for the quarter	Treatment for Pregnant or Parenting Women and Babies	Numeric	11
Number of unduplicated individuals served for the quarter	Treatment for Pregnant or Parenting Women and Babies	Numeric	12
Number of unduplicated families enrolled for the quarter	Treatment for Pregnant or Parenting Women and Babies	Numeric	13
Number of unduplicated females enrolled for the quarter	Treatment for Pregnant or Parenting Women and Babies	Numeric	14
Number of unduplicated individuals successfully completing the program	Treatment for Pregnant or Parenting Women and Babies	Numeric	15
Number of unduplicated individuals not completing the program	Treatment for Pregnant or Parenting Women and Babies	Numeric	16
Number of wrap around provided to individuals for the quarter (Housing):	Wrap-Around Services	Numeric	10
Number of wrap around provided to individuals for the quarter (Transportation):	Wrap-Around Services	Numeric	11
Number of wrap around provided to individuals for the quarter (Job Placement / Training):	Wrap-Around Services	Numeric	12
Number of wrap around provided to individuals for the quarter (Childcare):	Wrap-Around Services	Numeric	13
Number of unduplicated individuals served for the quarter:	Wrap-Around Services	Numeric	14



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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE CRIMINAL JUSTICE COORDINATING COUNCIL PROJECT SAFE NEIGHBORHOODS PROGRAM, IN THE AMOUNT OF \$40,710.00, WITH NO LOCAL MATCH, AWARDED TO THE BIBB COUNTY SHERIFF’S OFFICE TO PURCHASE SAFETY AND SURVEILLANCE EQUIPMENT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Bibb County Sheriff’s Office has been awarded a grant from the Criminal Justice Coordinating Council Project Safe Neighborhoods Program (“PSN”) in the amount of \$40,710.00, with no local match required; and

WHEREAS, Project Safe Neighborhoods (PSN) is a nationwide network designed to create safer neighborhoods by reducing gang and gun violence and crime, and sustaining that reduction; and

WHEREAS, the Bibb County Sheriff’s Office will utilize the grant funds to purchase law enforcement safety and surveillance equipment for the SWAT Team; 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 Bibb County Sheriff’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

grant funds from the Criminal Justice Coordinating Council Project Safe Neighborhoods Program, in the amount of FORTY THOUSAND SEVEN HUNDRED TEN DOLLARS AND 00/100 CENTS (\$40,710.00) with no local match, to be used by the Bibb County Sheriff's Office to purchase safety and surveillance equipment for the SWAT team, 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

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2025 Miller Accepting Project Safety Neighborhoods Grant for Sheriff's Office \$40710 - 3-14-25.docx

EXHIBIT A

**OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL**

SUBGRANT AWARD

SUBGRANTEE: Macon-Bibb County Commission

IMPLEMENTING

AGENCY: Macon-Bibb County

PROJECT NAME: Project Safe Neighborhood

SUBGRANT NUMBER: M20-8-002

FEDERAL FUNDS: \$ 40,710

MATCHING FUNDS: \$ 0

TOTAL FUNDS: \$ 40,710

GRANT PERIOD: 02/15/25-09/30/25

This Award is hereby made in the amount and for the period shown above for a grant under the BJA-Project Safe Neighborhoods Award. The award is made in accordance with the plan set forth in the application of the subgrantee and subject to any attached special conditions.

The subgrantee agrees through the execution of certified assurances to be subject to all applicable rules, regulations, and conditions of the Project Safe Neighborhoods program. This subgrant shall become effective on the beginning date of the grant period, provided that within thirty (30) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jay Neal, Director
Criminal Justice Coordinating Council

Signature of Authorized Official Date

Date Executed: 02/15/25

Typed Name & Title of Authorized Official

46-3992371-001

Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	22926	1	02/15/25	9		**	M20-8-002
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	23003				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Project Safe Neighborhood	624.41	\$ 462.84

Instructions for Activating Your Federal Sub-grant

This **Federal Sub-grant Award package** consists of twelve(12) separate documents. These documents include:

1. Sub-grant Award
2. Special Conditions
3. Sub-grant Adjustment Request #1 / Revised Detailed Budget
4. Designation of Grant Officials Form
5. Reimbursement Selection Form
6. Standard Assurances
7. Disclosure of Lobbying Activities
8. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirement
9. Federal Certification Regarding Debarment, Suspension and Ineligibility
10. Civil Rights Requirements Form
11. Audit Requirements Form
12. Vendor Management Bank Account Form

Below are instructions for completing each of these documents.

Document #1: Sub-grant Award

This document constitutes the operative document obligating and reserving Federal funds for use by the Sub-grantee in executing the project covered by the Sub-grant Award.

In order to execute the document, the Sub-grantee must do the following:

- enter the name of the **Authorized Official (this person must be the chairperson of the county Board of Commissioners, Mayor, or Chairperson of the City Council or Board Chairperson/President of the non-profit agency executing the document);**
- have the **Authorized Official** sign and date this document; and
- make a copy of the Sub-grant Award for your project file and return the **signed original** to the Criminal Justice Coordinating Council (CJCC).

Document #2: Special Conditions

The Special Conditions are the “strings” attached to the Sub-grant Award. By signing these conditions, the Sub-grantee is agreeing to comply with each requirement imposed upon the Sub-grant by CJCC. In order to execute this document, the Sub-grantee must do the following:

- carefully review each condition listed on this document;
- **have the Project Director initial the space provided after each special condition;**

- indicate the name and title of the **Authorized Official** executing the document;
- have the **Authorized Official** sign and date this document; and
- make a copy of the Special Conditions for your project file and return the **signed original** to CJCC.

Do not reproduce this document. Only the signed original request will be accepted for processing! Do not return this document with the Award Package unless your agency has incurred expenses for which it is requesting reimbursement.

All expenditures must be reported on the Sub-grant Expenditure Reporting Excel Spreadsheet and emailed to your assigned Grants Specialist.. The Excel Spreadsheet is located on the CJCC web site.

Document #3: Sub-grant adjustment request #1 / Revised Detailed Budget

This document is a “turnaround” document and should be utilized to establish the project budget as well as to request any changes to the project throughout the grant year. **In order to activate your sub-grant, this document must be completed based on the included detailed budget.** All documents must be returned to CJCC in order for the Award Package to be accepted and the budget approved. Instructions for completing the adjustment request form are as follows:

- enter the date the request is being made;
- indicate the “Nature of Adjustment” then go to the particular section listed (Section I);
- review the amounts by budget category, listed under the column “Current Approved,” as these are the budget amounts currently approved for the project;
- enter any revisions (if none, then enter \$0) in the column “Revisions+/-” (negative adjustments should be denoted by either () or <>);
- add or subtract the revisions from the current approved amounts, then enter the revised amounts in the column “Revised Budget”;
- if any project officials have changed since the application, complete Section III;
- provide justification for all changes in Section IV;
- have the appropriate official sign and date the request;

- make a copy of the adjustment request for your project file; and
- attach the revised budget to the Sub-grant Adjustment Request form and submit to CJCC for processing.

When CJCC receives this request, it will be reviewed and authorized for further processing. If approved, the requested revisions will be made and the Sub-grantee will be sent the next Sub-grant Adjustment Request form showing the requested revisions. CJCC will notify the Sub-grantee if additional budget information is required.

Please note that all adjustments to the project, regardless of the nature, have to be requested on this signed original document. Also, please remember that all Budget Adjustments must be made at least 60 days before the end of the grant period.

Document #4: Designation of Grant Officials Form

Please complete the Designation of Grant Officials form as explained below.

- **PROJECT DIRECTOR NAME:** Enter the name and applicable data of the **Project Director**. This official must be an employee of the applicant agency or from a contractor organization, at the applicant's option, who will be directly responsible for operation of the project.
- **FINANCIAL OFFICER:** Enter the name and applicable data of the **Financial Officer**. This person must be the chief financial officer of the applicant agency such as the county auditor, city treasurer or comptroller or the Board Treasurer of the non-profit agency.
- **AUTHORIZED OFFICIAL:** Enter the name and applicable data of the **Authorized Official**. This person is the official who is authorized to apply for, accept, decline or cancel the grant for the applicant agency. **This person must be the chairperson of the county Board of Commissioners, mayor, or chairperson of the City Council or Board chairperson/president of the non-profit agency.** All official correspondence regarding the grant award (assurances, disclosures, certifications, award documentation, sub-grant expenditure reports, sub-grant adjustment reports) **must** be signed by the authorized official. Once an award has been made, the authorized official may designate someone to sign this documentation by submitting a letter on agency letterhead to the Council.

This document acknowledges key officials within your agency related to the funded project. No two officials should be the same person.

Document #5: Reimbursement Selection Form

This form is used to indicate the frequency of reimbursement requests and how sub-grant payments will be made.

- Check the applicable reimbursement schedule, monthly or quarterly.
- Check the applicable process for receiving reimbursement payments:
 - “Electronic Funds Transfer” box if you prefer to receive payments by direct deposit, complete the requested information, **attach a voided check to the form**, and have the **Authorized Official** sign where indicated.

OR

- Check the “Check” box if you prefer a mailed check, complete the requested information and have the **Authorized Official** sign where indicated.

Document #6: Standard Assurances

- This is a federal standard assurances form.
- Please review carefully to ensure that there are no apparent conflicts.
- Have the **Authorized Official** initial and date on the bottom right side of page 2.
- Make a copy of the Assurances form for your project file and return the signed original to CJCC.

Document #7: Disclosure of Lobbying Activities

This document is a standard federal form that is used to certify that the sub-grantee does not actively lobby on the federal level. Federal requirements demand that this form be completed twice: at the initial application and the actual awarding of the project. In order to execute the document, the following boxes must be completed.

- **Box 1:** Mark letter “B.” This signifies that the action is a grant.
- **Box 2:** Mark letter “B.” This demonstrates that you are completing this form at the time of the award.
- **Box 3:** Mark letter “A.” This indicates that this is an initial filing of the document for this award.

- **Box 4:** Check the “Sub-awardee” box and fill in with the applicant agency’s legal name and address.
- **Box 5:** Fill in with the following:
 State of Georgia
 Criminal Justice Coordinating Council
 104 Marietta Street NW, Suite 440
 Atlanta, GA 30303-2743
- **Box 6:** Enter “U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance”
- **Box 7:** Enter “FY 20 Project Safe Neighborhoods”
- **Box 8:** Please leave blank.
- **Box 9:** Please leave blank.
- **Box 10a:** Please fill in with “The *(insert name of sub-grantee)* does not conduct lobbying activities.” If your agency does lobby on the federal level, please contact CJCC as soon as possible to determine eligibility for this award.
- **Box 10b:** Please leave blank.
- **Box 11:** Insert the **Authorized Official’s** information and have them sign and date the form.
- Make a copy of the Disclosure form for your project file and return the **signed original** to CJCC.

Document #8: Certifications regarding lobbying; debarment, suspension and other responsibility matters; and drug-free workplace requirements

In order to execute this document, the Sub-grantee must do the following:

- carefully review the information about each of the certifications listed on this document;
- enter the name and address of the Sub-grantee in Item 1;
- enter the Sub-grant Project Name/Title in Item 2;
- enter the Sub-grantee’s Employer Tax Identification Number (EIN) in Item 3;

- enter the name and the title of the **Authorized Official** executing the document in Item 4;
- have the **Authorized Official** [i.e., County Board Chairman, Mayor, State Department Head, Board President, etc.] sign (Item 5) and date (Item 6) this document; and
- make a copy of the certifications for your project file and return the **signed original** to CJCC.

Document #9: Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction Form

- this form must be completed by all sub-grantees.
- enter name and title of **Authorized Official**
- have the **Authorized Official** sign and date the document
- enter the name of the organization, i.e. Board of Commissioners or City of
- enter permanent address of the organization
- make a copy of this form for your project file and return the original to CJCC.

Document #10: Civil Rights Contact Form

This form is used to determine reporting requirements related to civil rights matters for the city or county that administers your grant. Please contact the applicable HR team for the information requested on the form.

Document #11: Audit Requirements Form

This form also related to the city or county that administers your grant. Please contact them for the information requested on the form.

Document #12: Vendor Management Bank Account Form

This form is used to indicate an addition or change of bank account information. An instruction sheet is included in this award packet.

- vendor information is your agency information.
- complete all applicable fields.
- make a copy of this form for your project file and return the original to CJCC.

DESIGNATION OF GRANT OFFICIALS - INSTRUCTIONS

On the following page, fill in the name, title, address, and phone number for the project director, the financial officer, and the authorized for the grant. No two officials can be the same person.

A. Project Director

This official must be an employee of the applicant agency or from a contractor organization, at the applicant's option, who will be directly responsible for operation of the project.

B. Financial Officer

This person must be the chief financial officer of the applicant agency such as the county auditor, city treasurer/controller, or the board treasurer.

C. Authorized Official

This person is the official who is authorized to apply for, accept, decline, or cancel the grant for the applicant agency. This must be the executive director of a state agency, chairperson of the county Board of Commissioners, city mayor, chairperson of the city council, or the chairman/president of the board of directors. All correspondence regarding the grant application must be signed by the authorized official. Once an award has been made, the authorized official may designate someone to sign this documentation by submitting a letter on agency letterhead to CJCC.

DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY:

PROJECT TITLE:

GRANT NUMBER:

☐ Mr.

☐ Ms.

PROJECT DIRECTOR NAME (Type or Print)

Title and Agency

Official Agency Mailing Address

City

Zip

Daytime Telephone Number

Fax Number

E-Mail Address

☐ Mr.

☐ Ms.

FINANCIAL OFFICER (Type or Print)

Title and Agency

Official Agency Mailing Address

City

Zip

Daytime Telephone Number

Fax Number

E-Mail Address

☐ Mr.

☐ Ms.

AUTHORIZED OFFICIAL (Type or Print)

Title and Agency

Official Agency Mailing Address

City

Zip

Daytime Telephone Number

Fax Number

E-Mail Address

CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: _____

AGENCY NAME: _____

1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)

- ☐ **MONTHLY** (Requests for reimbursement are due 15 days after the end of the month)
- ☐ **QUARTERLY** (Requests for reimbursement are due 30 days after the end of the quarter)

2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)

- ☐ **ELECTRONIC FUNDS TRANSFER** (Reimbursements will be deposited into the bank account listed below.
A voided check must be attached to ensure proper routing of funds.)

BANK NAME: _____

BANK ROUTING NUMBER: _____

BANK ACCOUNT NUMBER: _____

AGENCY CONTACT NAME: _____

AGENCY CONTACT
TELEPHONE NUMBER: _____

AGENCY AUTHORIZED
OFFICIAL NAME AND TITLE: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

- ☐ **CHECK** (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: _____

CITY, STATE & ZIP: _____

ATTENTION: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

For CJCC Use ONLY

CJCC Auditor:	
Phone Number:	
Grant Award Number:	
GBI Entry Initial/Date:	



OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(10) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Signature _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

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

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

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

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

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

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

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

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

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

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

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

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ If the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

Instructions for Federal Debarment Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Federal Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

CIVIL RIGHTS CONTACT

- (1) **Civil Rights Contact Person:** _____
- (2) **Title/Address:** _____

- (3) **Telephone Number:** _____
- (4) **Number of persons employed
by the organizational unit
(agency) responsible for
administering the subgrant:** _____

Questions regarding the EEOP compliance requirements in connection with funding under this program should be addressed directly to the Office of Civil Rights Compliance, Office of Justice Programs, 633 Indiana Avenue, NW, Washington, D.C. 20531. That Office may be reached at (202) 724-7861.



Audit Requirements

State and local governments are governed by the Single Audit Act of 1984 and OMB Circular A-133, as amended, which is effective regarding audits beginning July 1, 1996 and thereafter. The type of audit required under the Circular is dependent upon the amount of total Federal funds expended in the sub-recipient's fiscal year.

State or local governments and non-profit organizations that expend \$750,000 or more a year in Federal funds shall have an audit made in accordance with the Single Audit Act of 1984 and OMB Circular A-133, as amended. This audit report is due in the State Administering Agency's office not later than nine (9) months after the end of the sub-recipient's fiscal year.

State or local Governments that expend less than \$750,000 in federal funds yearly shall be exempt from compliance with the Single Audit Act and other Federal audit requirements

[Note: This does not exempt you from the requirement to maintain, produce, and report financial and other records and documentation relative to the expenditure of these grant funds upon request of the State or Federal Agency administering this program]

Please provide the following information:

Period of Fiscal Year: _____

Date of Last Audit: _____

Date of Next Audit: _____

Anticipated Date of
Next Scheduled
Audit Will Be
Forward to the
Council: _____

[Note: If the total amount of your agency's federal funds expenditures (including this grant) does not equal or exceed \$750,000 you may write "Not Applicable" in this space.]

**CRIMINAL JUSTICE COORDINATING COUNCIL
BJA FY20 PROJECT SAFE NEIGHBORHOODS GRANT PROGRAM
SPECIAL CONDITIONS**

1. Non-compliance of any of the special conditions contained within this document, by the authorized official, project officials and/or employees of this grant, may result in a recommendation to Council that the award be rescinded.

Initials _____

2. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Initials _____

3. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this FY 2020 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were adopted by the DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information on the Part 200 Uniform Requirements, as they relate to OJP awards, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Initials _____

4. The subgrantee agrees to abide by all administrative and financial guidelines as stipulated in the current edition of the Department of Justice (DOJ) Grants Financial Guide available on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>). All services paid by federal and/or matching funds must have a valid contract that has been pre-approved by the CJCC to ensure compliance with federal and state guidelines and statutes.

Initials _____

5. On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law

Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Initials _____

6. A subgrantee that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

Initials _____

7. The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the subgrantee will promptly notify, in writing, the grant manager for this CJCC award and, if so requested by CJCC, seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

Initials _____

8. The subgrantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) www.sam.gov or with a successor government-wide system officially designated by OMB and OJP and applicable requirements on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/sam.htm> and are incorporated by reference here.

Initials _____

9. Employment eligibility verification for hiring under the award

1. The subrecipient must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the subrecipient who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C.

1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 3.B., shall be understood to relieve any subrecipient or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email EVerify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to CJCC, before award acceptance.

Initials _____

10. The subgrantee must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it ---1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or

imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach

Initials _____

11. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$250,000 and there has been no competition for the award, the recipient must comply with the rules governing sole source procurement found in the current edition of the OJP Financial Guide at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>

Initials _____

12. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended, and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no subrecipient may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant subrecipient, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Initials _____

13. The subgrantee agrees to comply with all applicable requirements pertaining to prohibited conduct related to the

trafficking of persons, whether on the part of subgrantee or individuals defined as employees of the subgrantee. Failure to comply with requirements as set by the OJP which can be found in full at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> will result in the termination of the subgrant award by CJCC.

Initials _____

14. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by CJCC -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm>

Initials _____

15. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages, and costs of attendance at such events. Information on pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (Section 3.10 of "Postaward Requirements" in the DOJ Grants Financial Guide).

Initials _____

16. The subgrantee must collect, maintain, and provide to OJP, data that measures the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Initials _____

17. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

Initials _____

18. The subgrantee understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the subgrantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Initials _____

19. The subgrantee agrees to comply with any additional requirements that may be imposed by CJCC during the during the period of performance for this award, if the subgrantee is designated as "high risk" for purposes of the DOJ high-risk grantee list.

Initials _____

20. The subrecipient must comply with all applicable requirement under 28 C.F.R. Part 42 that relate to an equal employment opportunity program

Initials _____

21. The subgrantee agrees to comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Initials _____

22. The subgrantee agrees to comply with all applicable requirements of 28 C.F.R. part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. 28 C.F.R. Part 38 also includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 includes rules and requirements relating to the subrecipient engaging in or conducting explicitly religious activities, as well as subgrantees that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (current accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Initials _____

23. The subgrantee understands that as a matter of federal law, funds awarded by OJP may not be used by the subgrantee, either directly or indirectly, to support or oppose enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government (exceptions exist if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law)

Subgrantee understands that federal funds awarded by OJP cannot be used to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, or subcontract or loan, or with respect to actions such as renewing, extending, or modifying any such award (exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations).

If questions should arise as to whether a particular use of federal funds by the subgrantee would or might fall within the scope of these prohibitions, the subgrantee is to contact CJCC for guidance and may not proceed without the express prior written approval of OJP. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted.

Initials _____

24. The subgrantee agrees to comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restriction that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should question arise as to whether a particular use of federal funds by the subgrantee would or might fall within the scope of an appropriations-law restriction, the subgrantee is to contact CJCC for guidance, and may not proceed without the express prior written approval of OJP.

Initials _____

25. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The subgrantee agrees to promptly refer to the DOJ OIG any credible evidence that an employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
1425 New York Ave, N.W. Suite 7100
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800)869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

Initials _____

26. Restrictions and certifications regarding non-disclosure agreements and related matters

No subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, or abuse to and investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The forgoing is not intended, and shall not be understood by the agency making the award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subgrantee –

- a. represents that it neither required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making the award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subgrantee does or is authorized to make subawards or contracts under this award –

- a. it represents that –

- (1) it has determined that no other entity that the subgrantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit the otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Initials _____

27. The subgrantee agrees to comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subgrantee agrees to inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact CJCC for guidance.

Initials _____

28. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Reg. 51225 (October 1, 2009), the Department of Justice and the CJCC encourages grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials _____

29. The subgrantee agrees to comply with CJCC grant monitoring guidelines, protocols, and procedures, and to cooperate with CJCC on all grant monitoring requests, including requests related to desk reviews and/or site visits. The recipient agrees to provide to CJCC all documentation necessary to complete monitoring tasks. Further, the subgrantee agrees to abide by reasonable deadlines set by CJCC for providing requested documents. Failure to cooperate with CJCC's grant monitoring activities may result in sanctions affecting the subgrantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions, designation of the subgrantee as a DOJ High Risk Grantee, or termination of an award(s).

Initials _____

30. If the subgrantee is designated as "high risk" by a federal grant making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to CJCC by email. The disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Initials _____

31. The subrecipient agrees that it will submit quarterly progress reports. Progress reports shall be submitted within 15 days after the end of the reporting periods for the life of the award. These reports will be submitted through the OJP website per the direction of the Planning and Policy Development Specialist.

Initials _____

32. The subrecipient agrees to submit to CJCC for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (45) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-GP-BX-0028 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Initials _____

33. The subrecipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under a subaward; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support.

The subrecipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the subrecipient, if applicable, to ensure that the provisions of this condition are included in any subaward under this award.

The subrecipient has the responsibility to obtain from contractors and subcontractors (if any) all rights and data necessary to fulfill the subrecipient's obligations to the Government under this award. If a proposed contractor or subcontractor refuses to accept terms affording the Government such rights, the

subrecipient shall promptly bring such refusal to the attention of CJCC for the award and not proceed with the agreement in question without further authorization from the CJCC.

Initials _____

34. Any web site that is funded in whole or in part under this award must include the following statement on the homepage, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Initials _____

35. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for subgrantees to help them comply with the Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

Initials _____

36. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this subaward to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

3. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any subrecipient, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to CJCC, before award acceptance.

Initials _____

37. Protection of human research subjects

The subrecipient must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Initials _____

38. The subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Initials _____

39. The subrecipient agrees to notify CJCC of any change in the status or duties of the collaborating agency partners or key individuals involved in implementing the activities under this award.

Initials _____

40. The subgrantee agrees to inform CJCC at least 45 days prior to any training, conference, or meeting for prior approval when using grant funding.

Initials _____

41. The subrecipient shall transmit to CJCC copies of all official award-related press releases at least fifteen (15) working days prior to public release. Advance notice permits time for coordination of release of information by CJCC and BJA where appropriate and to respond to press or public inquiries.

Initials _____

42. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information, including telephone number and e-mail address. If any information is incorrect or has changed, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials _____

43. The subgrantee agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request. The subgrantee may also be required to participate in strategic planning meetings and CJCC sponsored trainings.

Initials _____

44. The subgrantee agrees that a detailed justification for consultant/contractor fees in excess of \$650.00 per day must be submitted to and approved by the Office of Justice Program office and the CJCC Council prior to obligation or expenditure of such funds.

Initials _____

45. The subgrantee agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by CJCC and the Office of Justice Programs.

Initials _____

46. Confidentiality of data

The subrecipient must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Initials _____

47. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by the CJCC during and subsequent to the award period.

Initials _____

48. Subgrantee agrees that with respect to this award, federal funds may not be used to pay cash compensation

(salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (The Subgrantee may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

Limitations on compensation rates allowable under this award may be waived on a in individual basis at the discretion of BJA.

Initials _____

49. The subgrantee agrees to track, account for, and report on all funds from this award separately from all other funds, including Department of Justice funds from awards for the same or similar purposes or programs. Accordingly, the accounting systems of the subgrantee must ensure that funds from this award are not comingled with funds from any other source. The subgrantee further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

Initials _____

50. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

Initials _____

51. Funds budgeted for personnel will be limited to that use only. Funds awarded for the purpose of filling a vacant position(s) will be reviewed on a quarterly basis, and if the position continues to be vacant, funds allotted for that position for the quarter will be de-obligated.

Initials _____

52. This award is contingent upon the successful submission of all required CJCC application documents, as well as the timely resolution of outstanding compliance issues. The subgrantee agrees to maintain programmatic and fiscal compliance during the application process and throughout the life of the grant award. If the application submitted for this grant award was deemed incomplete due to missing documents, the subgrantee agrees to provide the necessary documentation to complete the award packet within the time frame designated by CJCC. In addition, if, during a monitoring activity (e.g., site visit, desk review, technical assistance visit), findings are identified, the subgrantee agrees to take the necessary steps to address the findings within the time frame designated by CJCC.

If the subgrantee does not adequately resolve findings resulting from a monitoring activity or provide requested documents within the time frame designated by CJCC, the subgrantee will be deemed non-compliant and placed on a 90-day probationary period. If the required actions have not been resolved by the end of the 90-day probationary period (e.g., the requested documents have not been submitted and/or compliance issues remain outstanding/unresolved), the subgrantee understands that the awarded amount will be rescinded.

Initials _____

53. The subgrantee certifies that federal funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Federal funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-federal resources occurred for reasons other than the receipt or anticipated receipt of federal funds.

Initials _____

54. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the CJCC. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the CJCC.

Initials _____

55. The subgrantee must submit subsequent requests to revise the budget, project summary, and project plan prior to implementing any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials _____

56. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials _____

57. The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Initials _____

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the CJCC.

Authorized Official Signature

Date

Print Authorized Official Name

Title